

*State of North Dakota
Department of Public Instruction*

Request for Proposal

**Implementation of the
North Dakota State Assessment**

RFP Number: 201-7001-0619-33

Date of Issue: June 19, 2009

Deadline for Receipt of Proposals

August 4, 2009



Dr. Wayne G. Sanstead
State Superintendent

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The North Dakota Department of Public Instruction, Division of Education Improvement, Standards and Achievement Unit, hereafter known as "State" is soliciting proposals for the operation of the North Dakota State Assessment (NDSA) for a period of up to five years. The RFP describes the products and services that are minimally required as well as certain activities that are cost options. The RFP specifies tasks required for test development, test administration, score reporting, analyses of data, among other tasks.

1.02 Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. Vendors must direct all communications regarding this RFP to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in State disqualifying the vendor. The State may also suspend or disbar the vendor from the state bidders list.

Procurement officer: **Candice Tollefson**

Phone: **701-328-2272** (TTY Users call: 7-1-1)

FAX: **701-328-2461**

E-mail: **ctollefson@nd.gov**

1.03 RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. The approximate RFP schedule is as follows:

- RFP Issued: **June 19, 2009**
- Deadline for receipt of Letters of Interest: **July 1, 2009**
- Deadline for receipt of questions and objections related to the RFP: **July 1, 2009**
- Responses to questions approximately: **July 10, 2009**
- Proposals due by: **August 4, 2009, 4:00 pm, CDT**
- Proposal Evaluation Committee evaluation completed by approximately : **September 4 2009**
- State issues Notice of Intent to Award a Contract approximately: **September 15, 2009**
- Contract start date: **October 15, 2009**

1.04 Mailing Address and Submission Instructions

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt.

**North Dakota Department of Public Instruction
Candy Tollefson, Procurement Officer
RFP: ND State Assessment
RFP Number: 201-7001-0615-33
600 E Boulevard Avenue, Dept. 201
Bismarck, ND 58505-0440**

Required Copies to be Submitted

- Offerors must submit ONE (1) ORIGINAL AND TWELVE (12) COPIES of its proposal in a sealed envelope or package and be clearly labeled as "**Proposal**." Offerors must submit ONE (1) electronic PDF copy of their proposal on a CD.
- Offerors must also submit ONE (1) ORIGINAL AND TWELVE (12) COPIES of sample test forms for reading, mathematics, and science, respectively, in a separate sealed envelope or package and be clearly labeled as "**Test Form Items**." Include in the sealed envelope or package for Test Item Forms ONE (1) ORIGINAL AND TWELVE (12) COPIES of the narrative analysis on

alignment required within Section 3.2.3 (Content of Tests). Offerors must submit ONE (1) electronic PDF copy of these test forms on a CD.

- Cost proposals, ONE (1) ORIGINAL AND TWELVE (12) COPIES, are to be submitted in a separate sealed envelope or package, clearly labeled "**Cost Proposal.**"

Proposals must be received by the State at the location specified by the deadline for receipt of proposals indicated in the RFP schedule. Proposals will not be publicly read at the opening.

Offerors assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by deadline for receipt of proposals. Late proposals will not be opened or accepted for evaluation and will be returned.

1.05 Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions *must* be in writing and directed to the procurement officer and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule to allow issuance of any written responses or necessary amendments.

Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the RFP Schedule.

1.07 Approved Bidder Registration Required Before Contract Award

Proposals will be accepted from Bidders who are not currently approved bidders on the State Bidders List; however, the successful Offeror will be required to become approved prior to award pursuant to [N.D.C.C. § 54-44.4-09](#).

To become an approved bidder, Bidder must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a Bidders List Application to the North Dakota Vendor Registry. Offeror's may access the State Bidders List on-line to verify whether their firm is currently registered. The State Bidders List, application forms, and instructions are available on-line at: <http://www.nd.gov/spo/vendor/registry/> Contact the North Dakota Vendor Registry at 701-328-2683 or <https://secure.apps.state.nd.us/csd/spo/services/bidder/main.htm> for assistance.

The State Bidders List(s) for this solicitation used the 924-20 commodity code.

The successful offeror must become registered as an approved bidder within 60 calendar days from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified its proposal will be rejected unless an extension is obtained from the procurement officer.

1.08 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offeror's who received a copy of the RFP or submitted a Letter of Interest, and to those that have requested a copy of the RFP from the procurement officer. The State will post any amendments on the following website address: <http://www.nd.gov/spo/vendor/>.

Offeror's are responsible for periodically checking this website address for any amendment updates. The State is not responsible for any offeror's failure to reference the website address or to incorporate any amendment specifications within its bid. The State will not issue email or U.S. mail amendment notifications beyond the notification provided on the aforementioned website address.

1.09 News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

1.10 Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. §§ 54-44.4-09 and 54-44.4-14. This RFP and any amendments and information related to this RFP will be posted on the following website: <http://www.nd.gov/spo/vendor/>.

1.11 Letter of Interest

Offerors interested in receiving any notices related to this RFP **are required** to submit a Letter of Interest to the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a Letter of Interest *is not* a requirement for submitting a proposal.

1.12 Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

SECTION TWO BACKGROUND INFORMATION

2.0 Background Information

The North Dakota State Assessment (NDSA) is administered to measure student acquisition of important academic outcomes in selected content areas. The NDSA addresses all provisions of state law (NDCC 15.1-21-08) and the No Child Left Behind Act of 2001 (NCLB). Test results are used to inform students and parents, to provide information to teachers to enhance instruction, and to hold schools and school districts accountable for student progress.

The NDSA is implemented with the assistance of outside contractors who provide specific services to the State. This RFP defines these services and solicits proposals from qualified vendors to perform the required tasks.

The State has established a statewide assessment program that provides for the measurement and reporting of student achievement for all students based on the state's content and achievement standards. For the purposes of this RFP which specifically concerns the NDSA only, the statewide assessment program is to be understood in terms of the following assessment components.

1. *State's standard assessment (NDSA).* The state provides standard, criterion-referenced assessments for all students in grades 3-8 and 11 for reading, language arts, and mathematics and in grades 4, 8, and 11 in science. The NDSA in all subjects and grades are aligned to the state's content and achievement standards. The State currently holds a multi-year contract with CTB/McGraw-Hill, LLC, the state's primary contractor, to provide for the development, administration, scoring, research, technical assistance, and reporting regarding all assessment documents and achievement results. This contract with CTB/McGraw-Hill, LLC, is scheduled to cease on September 30, 2010. This RFP is designed to select a Contractor for the NDSA beginning October 2009 and following through three subsequent years, with an optional two-year extension.
2. *State's standard assessment with accommodations (NDSA).* The state provides for the appropriate use of accommodations in the administration of the state's standard assessment (the NDSA). The rules for the use of accommodations are prescribed within the test administration manual of the state's standard assessment. The use of the accommodations for students with special needs, when administered within the constructs of allowable rules, provides for equally valid and reliable results and should, therefore, be understood to be an acceptable extension of the use of the NDSA.
3. *State's alternate assessments.* The State provides for the appropriate use of alternate assessments for students either with *significant cognitive disabilities* or *persistent learning difficulties*. The state provides criterion-referenced alternate assessments for all students in grades 3-8 and 11 for reading, language arts, and mathematics and in grades 4, 8, and 11 in science. The alternate assessments in all subjects and grades are appropriately aligned to the state's content and achievement standards. The State provides for the use of one of the two alternate assessments, based on local individualized education program (IEP) team determinations of an individual student's current level of functioning, i.e., either a significant cognitive disability or a persistent learning difficulty. The state's alternate assessments guide local IEP teams in the proper administration of the appropriate alternate assessment. The determination of which alternate assessment is most appropriate for a student with either a significant cognitive disability or a persistent learning difficulty rests with the student's IEP team, as provided for by federal and state law.
 - a. *State alternate assessment for students with significant cognitive disabilities (North Dakota Alternate Assessment-1, also known as the NDAA1).* Federal law provides for the administration of an appropriate alternate assessment for students with significant cognitive disabilities that is aligned to the state's academic content standards and the state's alternate

achievement standards and descriptors. The use of an alternate assessment for students with *significant cognitive disabilities* is applicable for use within the 1% alternate assessment accountability rule provided for within federal regulation.

- b. *State modified assessment for students with persistent learning difficulties (North Dakota Alternate Assessment-2, also known as the NDAA2).* Federal guidance provides for the administration of an appropriate assessment for students with *persistent learning difficulties* that is aligned to the state's challenging academic content standards and the state's modified achievement standards and descriptors. The use of a modified assessment for students with persistent learning difficulties is applicable for use within the 2% modified assessment accountability rule provided for within federal guidance.

State's modified assessment with accommodations (NDAA2). The state provides for the appropriate use of accommodations in the administration of the NDAA2. The rules for the use of accommodations are prescribed within the test administration manual of the state's standard assessment system. The use of the accommodations for students with special needs, when administered within the constructs of allowable rules, provides for equally valid and reliable results and should, therefore, be understood to be an acceptable extension of the use of the NDAA2.

The North Dakota Statewide Assessment Program assesses students in the fall of the academic year, generally from the last week of October through mid-November. Since the North Dakota Statewide Assessment Program assesses students in the fall, all assessments are aligned to a student's previous academic year academic content standards. For example, a fifth grader takes their NDSA test in October based on the comprehensive grade four academic content standards; additionally, an eighth grader takes his/her NDSA test in October based on the comprehensive grade seven academic content standards. This testing arrangement allows all students to be tested on the comprehensive academic content standards of the previous academic year, thereby allowing for the full coverage of expected content.

The current NDSA assesses students within four distinct subject areas: reading, language arts, mathematics, and science. Each subject is defined by the State's respective academic content standards, which can be accessed at the following website address:
<http://www.dpi.state.nd.us/standard/content.shtm>.

In the case of mathematics and science, each subject has self-contained academic content standards. In the case of reading and language arts, these distinct subjects are developed within the same academic content standards document (<http://www.dpi.state.nd.us/standard/content/ELA/index.shtm>).

The State has declared reading and mathematics as the primary subjects upon which the State's general education accountability reporting is measured (i.e., federally defined adequate yearly progress reporting). The State has declared science as a separate, reportable subject for accountability reporting; however, science is not included within the adequate yearly progress determinations. The State has not reported language arts within its accountability reporting requirements to the U.S. Department of Education; however, the State does report overall language arts achievement rates for the purposes of local school improvement efforts.

Mathematics. The State has declared that all mathematics standards form the basis for reporting overall mathematics achievement. Refer to the following website address for a complete listing of the State's academic mathematics academic content standards:
<http://www.dpi.state.nd.us/standard/content/math/index.shtm>. The State has declared mathematics as a component within the North Dakota Statewide Assessment Program. The State has declared that all mathematics standards be reported at each respective grade level as a composite whole, by each of the five standards separately, and by each of the assessed benchmarks. The State will maintain its current practice of assessing all students on the mathematics NDSA in grades 3, 4, 5, 6, 7, 8, and 11.

Science. The State has declared that all science standards form the basis for reporting overall science achievement. Refer to the following website address for a complete listing of the State's academic science academic content standards: <http://www.dpi.state.nd.us/standard/content/science/index.shtm>. The State has grouped the State's eight science standards into five separate groups to optimize achievement reporting. Group A consists of science standard 1 (unifying concepts) and science standard 2 (inquiry). Group B consists of science standard 3 (physical science). Group C consists of science standard 4 (life science). Group D consists of science standard 5 (earth and space science). Group E consists of science standard 6 (science and technology), science standard 7 (science and other areas), and science standard 8 (history and the nature of science). The State has declared science as a component within the North Dakota Statewide Assessment Program. The State has declared that all science standards be reported at each respective grade level as a composite whole, by each of the five groups separately, and by each of the assessed benchmarks. The State will maintain its current practice of assessing all students on the science NDSA in grades 4, 8, and 11. The State anticipates maintaining this grouping of science standards for accountability reporting into the future and any bidder should anticipate this specification.

Reading and language arts differentiated. The State has developed common academic English language arts academic content standards that include the components of reading, language arts (i.e., writing), speaking, and listening. However, the State clearly differentiates among each of these components for instructional and accountability reporting purposes. The State has declared the reading and language arts components of the State's English language arts academic content standards as components within the North Dakota Statewide Assessment Program. The State has separated reading and language arts standards respectively to provide for an accurate differentiated reporting of reading and language arts achievement rates. Despite the differentiation of reading and language arts as separate reportable components, the current NDSA provides for an integration of reading and language arts test items to optimize reading and language arts passages. The State is receptive to Bidders maintaining such an arrangement or proposing alternative approaches to assessment or reporting. The following subsections define the unique specifications of reading and language arts.

Reading. The State has declared that reading standards form the basis for reporting overall reading achievement. Refer to the following website address for a complete listing of the State's academic reading academic content standards: <http://www.dpi.state.nd.us/standard/content/ELA/index.shtm>. The State has declared reading as a component within the North Dakota Statewide Assessment Program, consisting of Standard 1 (research process) and Standard 2 (reading process). The State has declared that all reading standards be reported at each respective grade level as a composite whole, by each of the two standards separately, and by each of the assessed benchmarks. The State will maintain its current practice of assessing all students on the reading NDSA in grades 3, 4, 5, 6, 7, 8, and 11.

Language arts. The State has declared that language arts (i.e., writing) standards form the basis for reporting overall language arts achievement. Refer to the following website address for a complete listing of the State's academic language arts academic content standards: <http://www.dpi.state.nd.us/standard/content/ELA/index.shtm>. The State has declared language arts (i.e., writing) as a component within the North Dakota Statewide Assessment Program. The State has declared language arts within the North Dakota Statewide Assessment Program as consisting of Standard 3 (writing process) and Standard 6 (principles of language). The State has declared that all language arts standards be reported at each respective grade level as a composite whole, by each of the two standards separately, and by each of the assessed benchmarks. The State will maintain its current practice of assessing all students on the language arts NDSA in grades 3, 4, 5, 6, 7, 8, and 11. In the past, the State has not established academic achievement standards within language arts and, instead, has reported language arts achievement in terms of overall percentage correct rates. The State has introduced within this RFP, as a Cost Option, the prospect of establishing language arts achievement standards based on an acceptable standard setting process.

SECTION THREE SCOPE OF WORK

3.0 General Information

3.01.1 Overview

The State is soliciting proposals for consulting services related to implementation of the NDSA. This program is authorized through Section 15.1-21-08 of the North Dakota Century Code found on the web at www.legis.nd.gov/cencode/T151C21.pdf. The NDSA is also designed to meet the requirements of the NCLB.

The general goal of this program is to assess the degree to which students have learned the academic content in reading, language arts, mathematics, and science adopted by the State Board of Education. The successful offeror will be responsible for specific activities as defined in this RFP and any later contractual amendments issued by the State.

North Dakota State Assessment will measure reading, language arts and mathematics in grades 3-8 and 11. Science will be measured in grades 4, 8, and 11. Additional information about the current NDSA can be found on the web at <http://www.dpi.state.nd.us/testing/assess/index.shtm>

3.01.2 Definitions

Academic content standards	Statements of what students should be taught and learn in various subject areas. See www.dpi.state.nd.us/standard/content.shtm . The assessment tests measure a subset of these standards as specified by the State.
Accountability workbook	The North Dakota Consolidated State Application required by NCLB. The workbook contains descriptions of the state assessment program and how schools will be held accountable for student progress over time. See http://www.dpi.state.nd.us/grants/AYP011509.pdf .
Achievement standards	Definitions of the several performance levels used to differentiate student proficiency.
Bidder / Offeror / proposer/ vendor	These terms refer to an organization that submits a proposal for completion of the activities described in this RFP.
Change order	A decision made by the State that requires the Contractor to modify a contract task or to substitute work tasks on a generally equal basis within the scope of a contract activity described in the RFP.
Contract Amendment	A change that adds a task beyond the scope of the tasks described in the RFP or that deletes a task described in the RFP resulting in a possible corresponding adjustment of the contract price.
Contractor	An organization that is awarded the binding contract to provide the products and services described in this RFP.
Cut-scores	Specific scores on each test that designate the ranges of performance associated with each proficiency level (e.g., "Proficient").

Item specifications	Detailed descriptions of how items will be written to measure specific learner outcomes. Item specifications guide the work of item writers to facilitate consistent quality.
NCLB	The No Child Left Behind Act of 2001 adopted by the U.S. Congress. See www.ed.gov/about/offices/list/oeoe/legislation.html for the law, regulations, correspondence, and related information from the U.S. Department of Education on this topic.
NDSA	North Dakota State Assessment, also referred to as Assessment. A summative description of the NDSA specifically can be found at http://www.dpi.state.nd.us/testing/assess/summary.pdf . Additional descriptive information about the NDSA can be found at http://www.dpi.state.nd.us/testing/assess/index.shtm .
NDAA	North Dakota Alternate Assessment, the State's alternate assessment for certain students with disabilities, including the statewide assessment for significant cognitive disabilities based on alternate achievement standards (North Dakota Alternate Assessment-1, also known as the NDAA1) and the statewide assessment for persistent learning difficulties based on modified achievement standards (North Dakota Alternate Assessment-2, also known as the NDAA2). Additional descriptive information about the NDAA can be found at http://www.dpi.state.nd.us/speced/resource/alternate/index.shtm .
Statewide assessment	The State's comprehensive assessment administration program, inclusive of all standard and alternate assessments, as referenced in this RFP. The NDSA, the purpose of this RFP, is a component of the statewide assessment program. Additional descriptive information about the Statewide assessment program as presently implemented can be found at http://www.dpi.state.nd.us/testing/assess/index.shtm .
Test blueprints	A written document providing guidance as to the composition of an achievement test within a given content area and for a designated grade level. It specifies, among other specifications, the number, alignment, and Depth of Knowledge of test questions used to measure each content standard and/or skill.

3.01.3 State Program Director

The State will provide a program director who will manage the statewide assessment program from the State's perspective. This individual will be considered the point-of-contact for all State activities related to the contract. The successful offeror will have its own project manager who will interact with the State's program director in accomplishing the tasks required by the contract. This individual will be the point-of-contact for all contractor activities.

3.01.4 State Furnished Property

The State will not furnish any equipment or office space needed for completion of the duties of the contractor. The State, on occasion, may provide meeting room space for contract coordination meetings or other meetings involving North Dakota educators as may be jointly agreed upon by the State and the contractor. Otherwise, the contractor shall be responsible for completion of all contract activities that require use of work space, meeting space, and special equipment (e.g., projectors, screens, audio equipment, etc.).

3.01.5 Quality Assurance

The fundamental purpose of Assessment is to provide accurate information on student achievement. The offeror will utilize every means required to ensure that information created by the project is correct. The

offeror is responsible for correcting any errors arising from activities that are the responsibility of the offeror at the offeror's expense. This may involve activities such as conducting analyses to identify the cause and extent of errors; reprinting or reproducing products or other materials; replacing files; reproducing reports; shipping replacement products or reports to the State or districts using expedited shipping services; and communicating directly with school districts, upon approval from the State.

The successful offeror and the State shall negotiate a master operational timeline for all major required work tasks. This timeline shall be updated annually to provide target dates for the following twelve months of activities. At least every two weeks, the contractor's project manager shall conduct a contract coordination meeting with the State's program director for the purpose of coordinating work task completion and due dates.

3.01.6 Directives

There are no external directives that will directly affect the work of the contractor. However, the NDSA must be implemented in such manner that it meets state and federal requirements. The State shall be the sole determiner of whether specific program changes are needed to make the NDSA compliant with state and federal requirements.

3.01.7 Description of Required Tasks

State intends for the 2010-15 Assessment to continue to use the approach currently used in which an offeror provides test items from an extant item pool that are properly aligned with the North Dakota Academic content standards. State will determine overall alignment of test items. To the extent that any test forms are not sufficiently aligned with said Standards, the contractor assumes responsibility to provide replacement items at contractor's cost to ensure that these test forms achieve proper alignment as defined by the State's alignment study. (Refer to Section 3.2.3.) Items that are provided by the contractor to fulfill this alignment requirement remain the property of the contractor.

If an offeror proposes to use extant items that presently are configured as a nationally norm-referenced test, this shall have no bearing on the manner in which the NDSA shall be configured, printed, and distributed. In other words, educators in North Dakota should not be able to discern or recognize that the items came from any particular nationally norm-referenced test. State does not intend to produce norm-referenced test scores; the program shall be entirely configured and implemented as a criterion-referenced testing program in accordance with the requirements of state law and the NCLB.

The assessment items will include a combination of selected response and constructed response (i.e., performance) items for which the student must provide an answer rather than select from available multiple choices.

Other than the accountability program required of schools and school districts by State, there are no "high stakes" associated with NDSA. No student is denied promotion or graduation on the basis of test scores.

3.01.8 Notice to Offerors

Offerors must take into account the following information:

- a. Section 3, inclusive, of the RFP describe the work tasks designed to implement NDSA. Each of the work tasks identified in Section 3.0 must be addressed separately in proposals in the order in which they are presented in the RFP. Proposals are expected to convey an understanding of the requirements of each work task and to explain proposed processes and solutions for accomplishing all work tasks.
- b. The work tasks identified in Section 3, inclusive, represent a common basis for the evaluation of proposals. All proposals must be designed to meet all requirements of the RFP. Alternative proposals for completing specific work tasks will be considered if they exceed the requirements of Section 3 and result in no additional cost to State. Alternatives must be clearly identified as alternatives and offerors must be aware that State is not obligated to accept the alternative.

- c. The RFP provides for implementation of NDSA for three complete test administration cycles (2010-11, 2011-12, 2012-13) with one optional renewal period for test administered cycles of school years 2013-14 and 2014-15 as elected by State. Proposals will be evaluated on the basis of the technical and cost proposals for the work tasks described herein across all five administrations.
- d. This RFP defines the requirements for implementing Assessment. The RFP and the selected offeror's proposal, together with clarifying documents, define the work to be conducted under contract. These documents will be incorporated into the contract.

Because NDSA is technical and complex, it is possible that a responsive proposal may not totally or clearly reflect RFP requirements in complete detail. If the proposal of an offeror is inconsistent with the RFP, the requirements of the RFP and any amendments prevail. The selected offeror will be expected to perform all requirements stated in the RFP and costs should be reflected in offeror's bid. If bidders do not understand the requirements of the RFP, they may send written questions to State in accordance with the provisions of this RFP. There will not be a bidders' conference.

- e. State reserves the right to substitute or modify work tasks on a generally equal basis. Substitutions or modifications will be made prior to the offeror beginning significant efforts to complete the task. All design changes, substitutions, or modifications will be given to the contractor in writing. It is not the intent of this provision to increase the scope of work of the contract, but to protect State as design changes, to improve Assessment, become known during the implementation of test development contractor activities. State reserves the right to amend the contract resulting from this bid competition, either to add, modify, or delete designated work tasks, products, and/or services.
- f. All products and materials, including software, test items, performance tasks and performance task scoring materials, and test forms created by the offeror for this project, will be the property of State. State will consider proposals to make test items, performance tasks, test forms, or other products available for secure use by other states or entities, through an appropriate licensing agreement. To the extent that any product or materials constitute a "work" within the meaning of U.S. Copyright Laws, 17 U.S.C.S. 101, et seq., it shall be a "work made for hire."

The successful offeror shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure State's rights. Appropriate copyright notices shall be included on products and materials, which may include acknowledgments of a contractor's efforts. In the event that a court determines that a product or material is not a work for hire as a matter of law, a contractor shall assign and convey to State all right, title, and interest in the product or material and require its employees and subcontractors to do the same.

- g. The contractor will work closely with State to complete all work tasks. State must approve all procedures, processes, and products used by the contractor to complete the contract work. Throughout the contract period, the contractor will confer with State on a continuing and consistent basis and will be involved in periodic face-to-face meetings and telephone conference calls with State.
- h. The contractor will work closely with State and with groups of educators to complete the specified work tasks. The RFP identifies points at which meetings will be conducted with groups of state educators associated with the development of Assessment. State will designate educators to participate in the meetings. The offeror is required to provide staffing to participate in the meetings with state educators.
- i. Several cost option funding categories identified in the RFP are set aside for specific functions during the course of the project. Monies not expended from these funding categories will be deducted from the final contract payment at the conclusion of the contract.

- j. The delivery dates for NDSA reports produced by the project manager necessitate a restricted time period for completing the calibrating, equating, and other scoring activities. Offerors are expected to propose efficient and proven-effective procedures to meet the required delivery dates. In addition, offerors are expected to demonstrate in their proposals that they have the capability and are willing to commit the human and technological resources needed to complete the tasks necessary for scoring and reporting in the required time period.

3.02 Location of Work

The majority of the work activities will be conducted at the offeror's place of business. Certain activities, as specified in Section 3.01, will be conducted in North Dakota. The State will not provide workspace for the offeror. For those work activities that are required to be conducted in North Dakota, offerors shall include in the cost proposal funds sufficient for travel, lodging, meals, honorarium, meeting facilities, equipment rental, etc. necessary to complete the work.

3.03 Prior Experience

The prior experience of the offeror shall be a factor considered during the evaluation of proposals. See Section 5.2. At a minimum, offerors shall demonstrate that they have experience in completing tasks similar to those required by this RFP in the areas of test development, test administration, test scoring, reporting or results, preparation of technical analyses, and project management for at least one statewide assessment program. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and the proposal will be rejected.

3.04 Required Licenses

At the time specified by the deadline for submission of proposals, there are no requirements for offerors or their employees to hold any specific occupational license.

3.05 Federal Requirements

Offerors shall understand that the statewide assessment program, as described herein, produces information required by the NCLB. The offeror will be required to produce reports and data for the State that can be submitted in accordance with NCLB requirements. The details of such reporting requirements will be addressed after a contract has been signed and the design of data reports is being developed.

Assessment must meet the specifications for a valid and reliable assessment as defined by the state assessment peer review process set forth by the U.S. Department of Education under the provisions of the NCLB. The State expects the offeror to remain informed on existing peer review requirements and to provide assistance to the State to resolve any outstanding compliance matters and to improve the value and efficiency to the NDSA.

Offeror must identify its approach to independently monitor and analyze any federal peer review requirements.

3.1 Deliverables and Schedules

3.1.1 Deliverables

The offeror will be required to provide specific services and deliverable products as described in Section 3, inclusive. Below is a non-inclusive list of deliverables, exclusive of any cost options:

1. Development and validation of Item specifications
2. Development and validation of test items
3. Design, composition, printing, and packaging of student integrated test/answer booklet
4. Design and production of pre-grid labels for student integrated test/answer booklet
5. Design and production of district and school coordinator manuals
6. Design and production of test administration manuals
7. Design and production of report forms for individual students, classroom, school, district, and state levels

8. Design and production of a single gummed label for each student that contains basic summary test results
9. Design and production of technical reports
10. Design and production of training and informational materials
11. Item development services and training
12. Test validation review services
13. Shipping and receiving services
14. Scanning and scoring services
15. Data analysis and scale equating and implementation services

3.1.2 Contract Schedule

This schedule of events represents the State's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days; however, no change in test administration dates will be allowed.

The approximate contract schedule is as follows:

- Contract signed and start date is October 15, 2009.
- Contract work begins November 2, 2009
- An initial planning meeting will be held no later than 30 days after the contract is official, with a proposed meeting date set for approximately November 2, 2009.
- A negotiated master operational work schedule will be prepared and maintained. A new negotiated schedule shall be prepared every year thereafter. During every operational year, amendments to the schedule may be negotiated between the State and contractor, as needed. Changes shall be documented in writing and copies maintained by the State and contractor.
- Changes in contract deliverables or schedules shall be memorialized either by official change orders or contract amendments.
- Debriefing meetings shall be conducted annually in Bismarck or other location specified by the State. These meetings shall be scheduled on dates that are mutually agreeable to both parties and shall be conducted in May near the end of the school term. The meeting shall be used to review all activities of the previous year and plan activities for the next year.
- Written progress reports shall be submitted by the contractor to the State at the end of every month. These reports shall list tasks that were accomplished on schedule, list tasks that are behind schedule, and provide plans on how tasks that are not on schedule will be quickly completed.

3.1.3 Schedule of Activities

This RFP contains descriptions of work tasks related to test development and test administration. Due dates for activities related to the required products and services for administration, scoring, and reporting are found throughout Section 3.1. Activities and due dates for new development are found in Section 3.6.3.

Table 3.1.3 below provides general dates for certain important activities. Note that State anticipates test administration will generally occur annually during the last week of October through the second week of November. Hereafter, test administration will be identified for brevity as occurring during November of each school year within the contract period. Contractor will return results to the districts in January of each school year within the contract period. The schedule for the remaining years of the contract will have somewhat different tasks but will adhere to the November to January testing/reporting deadlines unless amended by State.

Table 3.1.3

Schedule of Activities from Contract Initiation through the 2010-11 School Year

Month	Activities
October 15, 2009	Contract signed. Operational Plan developed.
November 2, 2009	Operational Plan approved. Work begins.
February 2010	Test design, forms design, equating design completed.
March – May 2010	Tests, answer documents, administration manuals, and ancillary materials designed and reviewed. Complete replication of Nov. 2009 test results.
June-July 2010	Assembly of camera-ready tests; report forms designed
August – October 2010	Printing, packing, and distribution
October 22 – November 10, 2010	Tests administered
December 2010 – January 2011	Receipt, scoring, and analysis; data quality control
January 31, 2011	Test results distributed
April 2011	Technical report delivered

3.2.0 Description of Required Products and Services

This section describes the requirements for Assessment. The technical proposal shall be prepared by offerors so that all issues described herein are discussed. In addition, the Appendices contain specific requirements for information that must be submitted by each offeror.

3.2.1 Proposed Tests

The contractor will provide State with achievement test items measuring reading, language arts, and mathematics in grades 3-8 and 11, and science in grades 4, 8, and 11. The assessment program is designed to meet the requirements of the NCLB.

NDSA measures the state's academic content standards that have been created by educators and adopted by the State Superintendent. The current standards can be found on the web at <http://www.dpi.state.nd.us/standard/content.shtm>. The State constantly monitors the clarity and effectiveness of the academic content standards and periodically amends them. Such amendments may, in turn, require changes to the test blueprints, item specifications, test items, and form construction.

State has engaged the services of the Mid-Continent Research in Education and Learning (McREL) to facilitate and support the development and revision of the State's academic content standards. It is

anticipated that the State will be engaged in reviewing and revising the English language arts and mathematics academic content standards beginning in January 2010 with anticipated completion in July 2011. This time schedule may be amended based on certain national common core standards development initiatives. The contractor will be responsible for modifying test blueprints and test content to meet the revised academic content standards in English language arts and mathematics for the 2012-13 school year. Contractor shall provide test items for alignment verification by State. In the event that Contractor cannot provide sufficient test items to measure the revised academic content standards, then Contractor shall develop and field test new items as may be necessary within the provisions of the test development cost option in Section 3.6.3, as approved by State.

It is anticipated that the State will be engaged in reviewing and revising the science academic content standards beginning in January 2011 with anticipated completion in July 2012. This time schedule may be amended based on certain national common core standards development initiatives. The Contractor will be responsible for modifying test blueprints and test content to meet the revised academic content standards in science for the 2013-14 school year. Contractor shall provide test items for alignment verification by State. In the event that Contractor cannot provide sufficient test items to measure the revised academic content standards, then Contractor shall develop and field test new items as may be necessary within the provisions of the test development cost option in Section 3.6.3, as approved by State.

With regard to the mathematics test, students are not permitted to use hand-held calculators with any items that measure computation skills. For problem-solving items, students will be permitted to use calculators that are provided by the school or which are owned by the student. However, in no instance shall a student be permitted to use a calculator that has a keyboard or would permit the student to record the items or the key to the test. Test items shall not be included that specifically require use of a calculator. Some students with disabilities and limited English students may be permitted by their Individual Education Plan (IEP) to use hand-held calculators as an accommodation.

Listed below is the general schedule of activities for each academic year. Note that some of the work tasks will depend upon State's acceptance of Cost Options for development of new items.

2010-11	Test administration in November 2010 with results distributed in January 2011. New items developed in 2009-10 will be field tested in November 2010. Assess all students in grades 3-8 and 11 in reading, language arts, and mathematics; assess all students in grades 4, 8, and 11 in science. Achievement standard-setting operations conducted in reading, language arts, mathematics, and science. Develop new items and pilot testing for reading, language arts, mathematics, and science.
2011-12	Test administration in November 2011 with results distributed in January 2012. New items developed in 2010-11 will be field tested in November 2011. Assess all students in grades 3-8 and 11 in reading, language arts and mathematics; assess all students in grades 4, 8, and 11 in science. Develop new items and pilot testing for reading, language arts, mathematics, and science.
2012-13	Test administration in November 2012 with results distributed in January 2013. Items developed in 2011-12 will be field tested in November 2012. Assess all students in grades 3-8 and 11 in reading, language arts and mathematics; assess all students in grades 4, 8, and 11 in science. Standard-setting operations conducted for reading and mathematics based on scheduled revised academic content standards alignment. Develop new items and pilot testing for reading, language arts, mathematics, and science.
2013-14	Optional year #1. Test administration in November 2013 with results distributed in January 2014. Items developed in 2012-13 will be field tested in November 2013. Assess all students in grades 3-8 and 11 in reading, language arts and mathematics; assess all students in grades 4, 8, and 11 in science. Standard-setting operations

conducted for science based on scheduled revised academic content standards alignment. Develop new items and pilot testing for reading, language arts, mathematics, and science.

2014-15 Optional year #2. Test administration in November 2014 with results distributed in January 2015. Items developed in 2013-14 will be field tested in November 2014. Assess all students in grades 3-8 and 11 in reading, language arts and mathematics; assess all students in grades 4, 8, and 11 in science. Develop new items and pilot testing for reading, language arts, mathematics, and science. Conclude all required products and services and complete final delivery prior to contract expiration. Facilitate transition to new contractor.

Because NDSA must have a continuous operation, it is anticipated that a new RFP will be issued approximately one year prior to expiration of the contract described in this document. This date will vary according to whether or not State approves one or both of the optional years.

The core of items for NDSA will come from existing item banks owned by the bidder. For example, a test publisher may have a product called "XYZ" available in Form A and Form B, and, in addition, the publisher has a bank of 1,000 replacement items to build new future forms of the "XYZ" tests. The publisher could propose using these resources in its proposal to create tests aligned with State academic content standards. The bidder is required to perform a rigorous alignment check before proposing existing items to be used with NDSA. The alignment verification shall be done in accordance with North Dakota requirements, as specified in the State's alignment studies and as addressed within Section 3.2.3.

In the proposal, the bidder shall describe the existing item banks from which items for NDSA will be drawn. The offeror must provide a description that addresses the following:

- If the existing item bank supports an existing academic test, provide the name of the test, edition number, and year first published. Describe the grade levels for which the tests are designed and the purpose of the tests.
- If the existing item bank is not used to support an existing academic test but is more broadly available to customers for assessment purposes, describe how the items were created, how they were field-tested, how they are intended to be used, and the grade levels for which the items can be used.
- Identify sample current customers who are using the tests or the item bank for assessment of student achievement.

3.2.2 Proposed Use of Existing Test Items

Because NDSA is highly visible and must be treated as a secure testing program, the offeror must provide test items that are not available for purchase by North Dakota public or private school districts. The offeror may propose utilizing custom items produced for another state if that state has not released its previously used test forms to the public. If an offeror is proposing use of items that are being used by other customers, the bidder shall respond to the following questions:

- What content areas are in the items bank?
- Who wrote items for the bank and what are their qualifications?
- How were the items field tested? Where were they tested and at what grade level?
- To what extent are the items being used by customers in other locales?
- When were the items written?
- For what grade levels were the items intended?
- For what specific purposes are the items being used by customers?
- Describe whether the proposed items are being used in secure forms sold only to customers under restricted conditions. Identify those conditions and the customers.

3.2.3 Content of Tests

The NDSA test forms will be constructed from the offeror's item bank and additional test items that may be written for use in North Dakota. The NDSA will not be described or conceptualized as an "augmented norm-referenced test." Instead, it shall be considered to be a custom developed testing program based upon a pool of existing items supplemented by additional items created to guarantee that NDSA will be aligned with state academic content standards. The contractor will be responsible for guaranteeing the alignment of proposed NDSA test forms. In addition, State expects that the contractor will provide test forms that are challenging to students, include higher-order thinking skills and problem-solving, and are capable of measuring the range of student skills found in the student population, as specified within the declared Depth of Knowledge for the standards/benchmarks of test items. State defines the specifications for the alignment of the NDSA within its NDSA alignment studies, as set forth within this Section.

No test form shall be repeated for administration during the lifetime of the contract without the specific permission of State. The contractor shall be responsible for preparation of one new form for each administration year, and each form shall be equated to all other forms. Tests should contain approximately 33% anchor items. The remaining test items shall be comprised of a combination of operational items not previously used within North Dakota and items that may have appeared in previous years' forms, with a preference for items not tested in the most recent year. Each assessable standard/benchmark, as designated on the State's test blueprint template (refer to the following website address: <http://www.dpi.state.nd.us/testing/bidders/bidders.shtm>, must be tested within a two-year period. Any variations from this test item distribution must be approved by State.

The overall objective of test construction is to build tests that measure State academic standards. This necessarily means that there will be some differences in content over time as the content coverage is improved or sampled from the content domains. It is expected that each standard/benchmark will be included within a test form according to a schedule that ensures sufficient coverage and necessary rotation.

Offeror shall evaluate the State's academic content standards and compare them to the existing item pool to determine the extent to which items are available to measure all of the State's academic content standards. Offeror will describe the degree to which the proposed item pool is aligned with State academic content standards. Offeror will provide a measure of this coverage, by subject and standard/benchmark. Additionally, the contractor will provide assurances that it will meet the State's alignment and coverage expectations. If there are deficiencies in coverage or alignment within the existing pool, these must be identified by standard/benchmark and the contractor assumes responsibility to develop sufficient new test items to ensure the proper coverage of standards/benchmarks as defined by the state's alignment studies, specified below.

State will conduct an annual independent verification of test item alignment, in terms of the State's alignment studies specified below, to confirm the contractor's purported alignment. These annual alignment and blueprint verification studies are identified within Section 3.5.7. In the event that the State's annual alignment verification differs from the contractor's, the State's determination will prevail and the contractor must provide alternative test items to ensure proper alignment, as verified by the State.

The State conducted an alignment study of its reading NDSA in 2006; the findings of this study may be accessed at the following website: <http://www.dpi.state.nd.us/testing/assess/align/reading.pdf>. The State conducted an alignment study of its mathematics NDSA in 2006; the findings of this study may be accessed at the following website: <http://www.dpi.state.nd.us/testing/assess/align/math.pdf>. The State conducted an alignment study of its science NDSA in 2007; the findings of this study may be accessed at the following website: <http://www.dpi.state.nd.us/testing/assess/align/science.pdf>. The State has since dedicated available resources to improve the overall alignment of its NDSA in all subject matters. The State provides sample test blueprint summaries for reading, language arts, mathematics, and science that illustrate how test blueprints are to be monitored and measured. Refer to the following website for a listing of each subject's blueprint summary design: <http://www.dpi.state.nd.us/testing/bidders/bidders.shtm>.

The State assumes responsibility for the administration of future independent alignment studies.

The State has not yet conducted an independent alignment study of its language arts NDSA nor have formal achievement standard cut scores been set for the language arts NDSA, since the language arts NDSA is not currently used for the purposes of accountability reporting under the provisions of the NCLB. The State currently references only reading, mathematics, and science for the purposes of accountability reporting under the provisions of the NCLB. The State is proceeding with plans to conduct an independent alignment study of the language arts NDSA following the test administration of the 2010-11 NDSA. The State is also proceeding with plans to conduct a formal achievement standards setting process of the language arts NDSA following the test administration of the 2010-11 NDSA. Bidder shall incorporate plans within its proposal to conduct a formal achievement standards setting process following the 2010-11 test administration for the language arts NDSA, in addition to the reading, mathematics, and science components. The State will assume sole responsibility to conduct an independent alignment study of reading, language arts, mathematics, and science. Offeror shall anticipate incorporating the findings of any future alignment studies into the test blueprint design of subsequent NDSA development.

The State has adopted the definitions and criteria of appropriate alignment as specified within the "Alignment Criteria Used for This Analysis" section of the aforementioned alignment studies. The operational definitions and criteria of alignment include Categorical Concurrence, Depth-of-Knowledge Consistency, Range-of-Knowledge Correspondence, and Balance of Representation. Contract test development test blueprints must meet these minimal alignment specifications before the State will approve final test blueprints. The State will conduct an independent alignment study on the 2010-11 test in reading, language arts, mathematics, and science to validate Contractor alignment integrity. Contractor will provide sufficient evidentiary and technical support to assist State in meeting NCLB peer review requirements.

The materials describing the alignment criteria of the existing item pool shall be presented to State as part of the bidder's proposal. The offeror's description shall be evaluated by the State's proposal evaluation committee as part of the bid evaluation process.

Offerors are required to submit sample 40-item test forms in the content areas of reading, mathematics, and science for grades 4, 8, and 11 only. These test forms shall be created from the offeror's item pool and shall be assembled to match the State test alignment specifications. These 40-item test forms are designed to demonstrate the offeror's understanding of the State's adherence to academic content standards alignment, including breadth and depth of the content coverage. State is not requesting offerors to submit language arts sample test forms, since a state language arts alignment study has not been conducted; additionally, no special consideration will be given for the submission of any such language arts sample test forms. Offeror shall provide test blueprints for each sample test form that specifies which North Dakota content standard/benchmark is being measured by each item and the item's classification as to Depth of Knowledge. These forms will not be considered operational test forms; instead, the proposal evaluation committee will use these sample test forms to determine the offeror's ability to construct future test forms against the State's academic content standards for intended level of difficulty and comprehensiveness. Offerors are encouraged to include representative selective-response and constructed-response items within each test form; however, no test form should include more than 10% constructed response items. Offerors shall distribute test items across the standards/benchmarks to sufficiently cover the breadth of the standards, within the restrictions of a 40 item form. Bidders shall ensure that test forms meet or exceed a 50% Depth of Knowledge coverage. Each test form and blueprint will be validated independently by a content alignment committee in terms of the State's alignment criteria, as set forth within its respective alignment studies.

To protect the offeror's copyright to the items, the test forms will be returned to the bidder at the conclusion of the proposal evaluation process.

The offeror shall provide a narrative analysis regarding the depth, breadth, and rigor of the coverage of the proposed test items as illustrated in the sample test forms. This analysis shall include the following information:

- Describe how the proposed test items were analyzed to determine their relationship to State standards/benchmarks.
- Identify who conducted the analysis. Summarize the qualifications of the reviewers for conducting this review.
- Describe the results of the analysis and the extent to which the content of the proposed test items measure the inclusion and Depth of Knowledge of the North Dakota academic content standards in reading, mathematics, and science.
- If one or more of the North Dakota academic content standards cannot be measured with items from the bidder's existing item pool, this shall be specifically stated. Items on the sample test forms that were newly written to measure these "voids in coverage" shall be identified.

State reserves the right to conduct an independent review that will address the same questions.

In addition to the sample test forms, the offeror shall prepare a sample test item specification for each content area in the three designated grade levels. The purpose of this effort shall be to illustrate to the State the style and content descriptions that the offeror proposes to be included in an item specification. Note that item specifications and new item development will be required only for those content areas for which the existing item pool does not include a sufficient number of items taking into account the number of new forms that will be required over the five-year period.

State will hold exclusive rights to the custom forms created for the NDSA for the duration of the contract. The forms shall not be made available for sale or distribution to other customers during the lifetime of the contract. The State also shall own any items that are uniquely developed for use with the NDSA.

During the lifetime of the contract for NDSA services, the contractor shall provide renewed test forms for each administration of the test. These forms must be equated to each other and shall preserve the score scale currently in use. The bidder shall include in the proposal a description of how it will approach this task and provide for equating and scaling preservation through the lifetime of the contract. In addition, it shall include a description of how it will provide for an orderly transfer of information to the vendor who wins the next bid competition so that continuity can be maintained beyond 2013, or beyond 2015 if the contract is optionally extended.

3.2.4 Testing Accommodations

The contractor must develop and provide school districts with Braille and large-print version of NDSA, answer sheets, and other necessary materials as needed. The offeror shall designate which of the test forms, for each grade, shall be integrated scannable test/answer booklets as opposed to booklets with separate answer documents, if any.

The contractor will be required to implement procedures that are in accordance with State laws and administrative policies with regard to the assessment of these students, as specified within the State's Test Coordinators Manual (refer to the following web address:
<http://www.dpi.state.nd.us/testing/assess/manual08.pdf>.

3.2.5 Technical Quality

The offeror must document that the proposed test(s) are valid, reliable, and free from bias against students due to gender, ethnicity, socio-economic status, disability, region of residence, or religious beliefs.

Test reliability must meet accepted standards. In general, the test score issued for an individual student in a single subject area (e.g., mathematics) should have a test reliability coefficient of approximately 0.85 or higher. State will determine whether to accept tests that have lower reliability values. Bidders shall provide information documenting the measures used to ensure the reliability of the proposed test(s) and the rationale for use of whatever index of reliability is being described in the proposal.

3.3.0 Production Activities

3.3.1 Test Administration Schedule

The NDSA will be administered during a three week period, beginning in the last week of October and running through the second week of November annually, with reports issued to school districts by January 31 annually. See this web site for more information about the testing calendar:

<http://www.dpi.state.nd.us/testing/assess/index.shtm>.

The NDSA will be administered by the teachers, counselors, and administrators in each school district. The responsibility of the contractor during this time period is to provide support to State and the districts to answer questions, provide materials if anything is missing, and facilitate prompt and accurate packing and return of test materials.

For security reasons, State will not accept proposals that assume local district scoring of answer forms. This does not preclude offerors from suggesting the creation of scoring locations within North Dakota if this would result in cost savings or more expedient scoring and reporting. State reserves the right to reject the offeror's proposed schedule for testing and reporting and negotiate, at no additional cost, a calendar of events that is acceptable to State, in its sole determination.

3.3.2 Number of Students Tested

The administration of Assessment within State public schools is the responsibility of the district testing coordinators, acting as agents for State. The contractor will package materials in sufficient quantity to test all students within all public and nonpublic schools, including an overage supply to replace lost shipments, short shipments, or damaged materials. Each fall, State will provide to the contractor updated population information obtained from each district. The current State school directory can be accessed at the following address: <http://www.dpi.state.nd.us/resource/directry/index.shtm>. A complete listing of 2008-09 public and nonpublic schools and enrollment data can be found at the following address: <http://www.dpi.state.nd.us/testing/bidders/bidders.shtm>.

The State's web site provides the number of students to be tested and lists the school districts and schools. There will be approximately 9,000 students per grade level, 200 districts, and 550 schools. The contractor will ship testing materials to the districts, not the schools. Offerors shall understand that the number of students to be tested is not certain at this time since projections of student enrollment are not exact. The contractor is responsible for preparing a sufficient overage of materials so all students can be tested on schedule. Offerors should anticipate creating a supply of extra materials that can be shipped by quick delivery methods if schools or districts find that they do not have a sufficient number of materials.

If the total number of tests administered across all grades and test administrations exceeds the number of tests required by this section, State will negotiate with the contractor for an amendment to the contract to cover the additional costs on the basis of the actual costs of administering the additional tests.

3.3.3 Development of Test Books and Answer Documents

The proposal shall include a description of the proposed test books and answer documents. In general, the materials should be of no less quality than those that the NDSA currently uses. The State anticipates that annual test administrations will minimally meet the practices and supports provided currently, as documented within the current NDSA Test Coordinators Manual (<http://www.dpi.state.nd.us/testing/assess/manual08.pdf>).

The integrated test/answer booklets shall be scannable at all grade levels and shall include space for the student's responses to constructed response items, the length of which will vary depending on the type of question. Offerors must prepare proposals featuring integrated scannable test/answer booklets but may additionally include pricing for separate answer documents at one or more grade levels if it can be demonstrated to State's satisfaction that this results in lower costs at no degradation of test quality, reliability, or validity.

The different types of items will be distributed throughout the tests, and field test items will be embedded in one or more locations. Reading passages may be lengthy and should provide appropriate grade-level readability. Selective, content-appropriate mathematics and science items must include diagrams and other graphics.

Offerors should assume that the tests will be up to 60 items in length for each subject area.

The answer documents shall include one page devoted to student identification information – e.g., name, identification number, etc, as presented in the current Test Coordinators Manual (<http://www.dpi.state.nd.us/testing/assess/manual08.pdf>). State shall be responsible for the final determination of the various informational fields. Some or all of this information may be pre-gridded as described in the next section. The State will provide a dedicated, secure online report where districts will record student specific demographic information, as currently employed within the State's Assessment Report (<http://www.dpi.state.nd.us/resource/STARS/Reports/AssessmentImport.pdf>).

The offeror shall assume that there will be one integrated test/answer booklet for each test for each registered student, although some students may not be tested for various reasons. Offeror may propose bundling several subjects within a common integrated student test/answer booklet.

3.3.4 Pre-gridding Answer Documents

Pre-gridding of student integrated test/answer booklets and/or answer documents with student identification information is required for NDSA for all test administrations included in this RFP. Bidders shall offer a proposal for innovative strategies to prepare gummed bar code labels to affix to the student integrated test/answer booklets and/or answer documents. Districts will submit to the Contractor a computer file of their student enrollment derived from the Fall Enrollment Report that each district submits to the State. If pre-gridding data are to be transmitted to the contractor electronically over a data transmission network, it must be one that will be secure and accessible only to authorized users. The contractor will bear the cost of establishing the system and providing network-specific software needed by districts to access the system. The system shall ensure that the information is printed with a level of quality that permits accurate scanning and precludes the possibility of smudging.

In addition to the required labels and/or student integrated test/answer booklets, the contractor shall prepare printed rosters corresponding to the labels arranged by school, by grade level, and alphabetically by student last name (first name, middle initial).

Provision must be made in case a school or district does not submit its enrollment information in conjunction with the Fall Enrollment Report. The normal due date for this report is September 15. Presumably, in this case, schools must be able to hand code the required information.

Offerors shall assume that less than 100% of the school districts will be able to comply with requirements for pre-gridding operations. The proposal shall include a description of how this situation will be solved so that integrated test/answer booklets can be scored on schedule.

3.3.5 Packing, Distribution, and Management of Materials

The contractor is responsible for all arrangements and costs associated with packing, distributing, and returning materials. Prompt and accurate delivery of materials is important to State and to local district personnel who have the responsibility of managing materials. There must be 100 percent accounting of all shipped integrated test/answer booklets and support documents using bar code labeling systems. It will be the responsibility of the contractor to guarantee that shipping and distribution procedures are satisfactory. Offerors will include in their proposal descriptions of the procedures they will use to complete these tasks. Offerors will identify carriers they propose to use and the procedures for delivery and return of testing materials. State must approve all carriers.

The contractor will prepare packaging specifications to be delivered to State four months before each test administration. The packaging specifications will include the contractor's procedures for packing and distributing materials to districts and receiving the materials from the districts. The specifications will

include a description of how the materials are packed, examples of packing and inventory lists for boxes to districts and schools, methods used for distributing and returning materials, and a description of the procedures used to inventory materials as they are returned.

State will provide the contractor with a list of the current district assessment coordinators by names, addresses, and phone numbers. These persons monitor all aspects of Assessment for their districts.

State school districts vary greatly in size. About two-thirds of the testing materials are shipped to the large districts, and the remaining materials are sent to small districts, special service schools, nonpublic schools, and State.

The contractor will be responsible for maintaining the list of coordinators and updating it as provided by State. At the beginning of the contract State will provide the contractor with a data file containing a list of the districts and schools (names and identification numbers), and the numbers of students tested during the previous year. The contractor will be responsible for maintaining this list, updating it, and providing a copy of the data file to State at the end of the contract.

A list of the primary materials to be shipped for each administration, the quantities to be packaged for schools, districts, and State, and other packaging specifications are provided within the State's Test Coordinators Manual, which can be accessed at the following website address:
<http://www.dpi.state.nd.us/testing/assess/manual08.pdf>.

Minimally, the contractor's specifications for packing, distributing, and receiving materials will include the following provisions:

1. The contractor will prepare a form that indicates the number of students anticipated to be tested in each school including a history of the previous year's enrollments with the actual number of students tested from each school. This form, the School Enrollment Update, will be sent to the appropriate district coordinator by the contractor with a cover memorandum providing directions for the coordinator. Each district coordinator will adjust the counts, provide any name changes, add new schools, and delete old schools, as appropriate, and return the form to the Contractor.
2. The contractor and State will decide on the method used to determine the final number of students per school. The contractor will provide numbers of students reported on population updates and actually tested in each school in previous administrations to determine the final numbers. This number will be the basis for determining the quantities of materials to be shipped for each school and district. The contractor will generate packing lists based on these numbers.
3. The contractor will provide to State a summary of these counts for State and each district.
4. The contractor will assume that all materials will be shrink-wrapped in quantities specified by State for shipping.
5. No box will weigh more than 30 pounds.
6. The order of schools within a district on all lists and for shipping purposes will be by school number.
7. The contractor will label the boxes of test booklets with the message "TO BE OPENED ONLY BY COORDINATOR" and mark all boxes with special colors or labels so that they can be easily identified as Assessment materials. School boxes will be labeled with the number of the district and school and the name of the school. Only boxes directed to the district-level, such as boxes containing district overage, will be labeled with the name of the district coordinator of Assessment. The contractor will label boxes on all four sides and the top and number boxes as "box 1 of X," where X is the total number of boxes sent to that district. The box containing the packing information will be clearly identified.

8. A map listing the identity and location of boxes on each pallet will be provided to the district coordinator of Assessment to assist the coordinator with distribution of boxes within the district. For the largest school districts, the contractor will obtain from the district coordinators listings of schools by internal district delivery routes. The contractor will use this information to build pallets for the district to coincide with the district delivery routes.
9. The contractor will pay charges on all materials shipped to and from the district coordinators. The Contractor will make arrangements for and pay for shipment if the district is asked to ship materials to another district. The Contractor must use an overnight delivery service for such shipments.
10. State's approval must be received before shipping printed products. Approval will be provided after the contractor and State have received from the printer and have proofread examples of the printed products.
11. Materials will be packaged by school and sent to the district coordinator. The district will be responsible for distributing materials to the schools. The contractor is not responsible for any costs schools may incur in shipping test materials from their schools to the district office, unless the need to ship is the result of a packaging error by the contractor.
12. The contractor will package materials for each shipment by school in returnable boxes. State and districts will decide how overage materials will be distributed to schools. When overage documents are sent to schools, they must be sent via one-day service, if necessary to permit testing to occur on time.
13. The contractor will provide a toll-free phone number and a toll-free fax number for district staff to order additional materials. The Contractor will provide materials ordering forms to district coordinators to be faxed to the Contractor.
14. The contractor will staff toll-free phone and fax lines during the period in which materials are shipped; additional materials are ordered; and materials are picked-up from schools and districts. The Contractor's telephone lines must be staffed during Central time zone working hours.
15. Braille and large-print materials are to be packaged and labeled separately and included in the shipment of test materials to districts.
16. The contractor will prepay charges on return shipments from the districts. Return labels, prepaid postage labels, or freight bills-of-lading and instructions will be provided for the materials being returned.
17. Answer documents shipped for early return will be shipped using overnight or two-day delivery, as necessary.
18. The contractor will be responsible for mailing or shipping by overnight delivery service or other means, as appropriate, any miscellaneous materials to State and districts as situations arise. The contractor is required to secure the services of shippers who will provide inside delivery and unload large shipments onto loading docks.
19. The contractor must develop procedures to monitor the receipt of all materials and develop error logs. The date materials are received and any errors made by districts in packaging and completing forms must be documented. When problems arise, the contractor will be responsible for contacting the districts and State concerning the problem and its resolution. The error logs will identify by school and district all failures to follow the established procedures and, if appropriate, how the errors were resolved. The error logs will be delivered to State twice, once immediately after materials from all districts have been received and then again with the final report for each administration.

20. The contractor will verify, by number, all secure test/answer booklets returned after testing, using a bar code numbering system. The contractor will provide a written report to State documenting the check-in of all secure materials. If the contractor's system for barcode verification is demonstrated to be unreliable, each document shall be scanned twice, creating independent data files that can be matched for scanning errors. Beyond these measures, the contractor will be required to manually check test/answer booklets to ensure 100% return/accuracy of check-in for secure documents.

21. The contractor will include in their check-in procedures a method of checking for and retrieving answer documents erroneously packaged with unused materials, invalidated materials or test books.

22. The contractor will produce statistical reports summarizing gridded responses to the test administrator comment forms and the school and district coordinator comment forms. Contractors will also be responsible for separating comment forms with handwritten comments and submitting them to State. A written report of the comment form responses and a data file containing the gridded responses will be delivered to State within three months after the return of materials from districts has been completed.

3.3.6 Scoring, Scaling, and Analysis

The contractor shall be responsible for scoring the tests, producing the measurement scale, and analyzing all data. The contractor must provide the personnel and technological resources to complete these activities accurately and on schedule.

3.3.6.1 Scoring Activities

The offeror shall describe in the proposal the methods that will be used to score the integrated student test/answer booklets. The description should begin with receipt control methods and continue through the step at which all data have been transferred to a master file.

The contractor shall be responsible for properly documenting the receipt of materials from each school and district. Inventory records shall be kept in such manner that any missing documents or shipments will be immediately identifiable.

The contractor will be responsible for properly scanning the answer documents and accurately collecting the students' information. Accuracy of the scanning machines shall be guaranteed by the Contractor.

Answer documents must contain appropriate bar codes or control numbers so that different documents for a single student can be matched if needed. For example, the contractor will be responsible for matching the students' responses to each of the tests even though separate answer documents may have been used.

The constructed response items will require special scoring procedures since they are scored by readers as opposed to simply being scanned. Each constructed response item will be scored independently by two readers and a third reader shall be used in cases where there may be a discrepancy in scores. Bidder shall describe scoring discrepancy resolution methods. Field test items can be scored by one reader with a second reading conducted for a sample of 20% of the student responses. The bidder must describe in detail how the items will be scored. The contractor will be responsible for the following tasks.

3.3.6.1.1 Hiring and training qualified scorers, table leaders, and lead scorers. The minimum qualification for a reader shall be possession of a baccalaureate degree, completion of a training program, and passing a qualifying scoring session. The readers shall have a level of expertise in the subject field for which they are scoring, but it is not necessary for the scorers to be currently employed as teachers. Readers must understand that they will be dismissed if the quality of their scoring work falls below acceptable levels or if the individual does not abide by the test security requirements. The contractor also will identify one staff member who will be the overall hand-scoring director.

There is no requirement that NDSA constructed response items be scored within North Dakota by practicing teachers. However, State reserves the right to request an amendment to the contract that may

modify the scoring procedures so State teachers could assist in scoring. One way this might be done in the future is through some type of computerized distributed scoring system.

3.3.6.1.2 Locating, staffing, and operating one or more scoring locations. These do not have to be located within North Dakota, but, if at all possible, State would like to have one location in-state. The contractor will allow for a limited number (up to 100) of State educators to participate in the training exercises at this site. The number of sites has a direct bearing on the speed with which the constructed response items are processed. The bidder shall propose the number of scorers and scoring sites that will permit the test results to be delivered to districts on time. Offerors may suggest alternative approaches such as changes in the date of test administration or using computer distributed scoring, but State reserves the right to reject such alternatives.

3.3.6.1.3 Developing appropriate training materials, training programs, and qualification sessions. Bidders shall provide for re-training any scorer who is not scoring accurately. Bidder shall describe re-training procedures.

3.3.6.1.4 Conducting rangefinder sessions wherein “marker papers” are selected and scored by expert readers. Thereafter, these papers will be used to anchor the scoring for all other readers.

3.3.6.1.5 Selecting validation papers that will be used during scoring to monitor the accuracy of the scores.

3.3.6.1.6 Developing and implementing procedures whereby the scoring process is monitored with daily and weekly statistical reports provided to State. The purpose of these reports shall be to monitor the speed of the scoring, the accuracy of scoring for each reader, the reliability of scoring, and the score values that are being obtained. The bidder shall describe the type of reports that will be provided for this work task.

3.3.6.2 Verify Scoring Accuracy

The offeror must include in the proposal a plan for data verification and quality control. The plan shall include a description of how the contractor will verify the accuracy of the scanning operations, the up-loading of information from the hand-scoring sites, merging of the data, and the calculation of raw scores.

The contractor will be responsible to prepare and independently validate and report scoring key concurrence; State shall verify reported accuracy.

The contractor must take steps to verify the accuracy of information on the data files including such things as data that are coded wrong or data that are out of the appropriate range.

The offeror shall describe in the proposal the plans for maintaining data quality and shall specifically provide for an independent party, separate from the contractor, to conduct data quality control steps to verify the accuracy of the test processing. This second party shall report to State the results of the data quality control operations but shall be paid for the activities as part of the overall contract. No test results shall be released to districts until State has determined that the data quality control agent has agreed with the results produced by the Contractor.

3.3.6.3 Measurement Model, Calibration, and Equating

Assessment shall be calibrated, scaled, and equated on the basis of a probability sample of State schools during the processing and scoring of answer documents. Pre-equating strategies can be used in the forms assembly step for selection of items; however, the scoring, scaling, and equating process shall be done with student responses gathered from the actual test administration. The bidder shall include in the proposal a description of how this will be accomplished.

It is anticipated that reading, language arts, mathematics, and science tests will utilize multiple-choice items and a smaller number of constructed response items (performance tasks). Operational test forms

are comprised of approximately 60 items with the maximum number of points determined by the mixture of item types and the number of “scorable” items, as opposed to field test items.

The offeror shall propose the method of analysis for Assessment. Currently, the NDSA tests are analyzed using 3PL and 2PPC latent trait procedures, and these processes will continue to be used during the 2010-15 cycle. It is the bidder’s responsibility to verify its capability of using these techniques. To verify this capability, the new contractor shall be required to recalculate all student, school, district, and state test results for the test administered in November 2009. The State shall require the current contractor to provide a raw data file for all subject areas and all students and the item calibration values used to process the test results.

Total scores shall be placed on the score scales used with NDSA in 2009-10 and linked statistically so that the transition from current tests to the new tests will be seamless and continuity of trends will be maintained. If this requires a special linking analysis, the bidder shall describe the proposed methodology including how it will be done so that reporting of test results in January of 2011 will not be delayed.

Braille forms of Assessment are to be scored on the same scale calibration as the general Assessment. Data from all Braille test forms are used after removing items from the operational item set that were not presented to Braille students. State will identify the items that are to be deleted from the Braille test.

Subscores will be reported for the reading, language arts, mathematics, and science tests. These subscores will provide an indication of strength or weakness in the various content areas included on the test. The bidder shall include in the proposal a description of the proposed content areas to be reported. Each student score report will include the content area performance and the school, district, and state summaries will include summative descriptions of student performance.

Assessment of language arts shall include a combination of multiple-choice items in language mechanics and short- or extended-response items. The extended response items could include short essays, forms completion, or letters, depending upon the specific content skill. The intent of using a combination of item types is to provide better coverage of student academic standards (which include actual writing skills) while simultaneously enabling proper score scaling and equating across forms and linking between years. The bidder shall propose a solution to this task and describe how the integrated writing Assessment will be administered, scored, and analyzed so that test results are not delayed.

For each test, the contractor shall develop and provide to State scoring tables showing the relationship between the raw score and the reported scale score. If the offeror proposes use of “pattern scoring,” a rationale shall be provided as well as a description of how the contractor will assist State in calculating student final test scores if necessary. For example, State may wish to check the accuracy of a final score or may wish to explain to others how a score was obtained. The capability to do this must exist within the agency once the test results have been released.

To verify that the contractor is ready to score the November 2010 tests and report results using the NDSA score scale, it will be necessary to replicate the results of the tests administered in November 2009 produced by CTB/McGraw-Hill. Data files and calibration values will be obtained from CTB, and the contractor shall process the data to reproduce November 2009 test results at the student, school, district, and state levels. The objective will be to duplicate the results thereby demonstrating that the appropriate analysis strategies will be used for the tests administered in November 2010. This study will be completed for all subject areas and grade levels.

3.3.6.4 Electronic Data File

At the conclusion of all scoring activities, the contractor shall provide to State a computer file containing the test results for all students (a student-level file), a school-level file, and a district-level file. The files shall be delivered on CD or can be downloaded to State from a secure Internet site, subject to State’s approval of the process.

3.3.6.5 Missing Materials Report and Inventory

The contractor will prepare a missing materials report for test books and secure answer books based on the scanning that is completed during materials check-in. Contractor will assume responsibility to coordinate communications with districts to secure any missing materials. Reports will be prepared for each school with missing materials listing the number of test books and answer books missing and the identification of each. School reports will be delivered to district coordinators with a district-level summary, and a state level summary report will be delivered to State. Any missing materials returned by districts will be recorded in the missing materials inventory maintained by the contractor. The missing materials reports must be delivered to the districts and State within thirty days after the check-in of secure materials has been completed. For each administration, check-in and verification of secure materials must be completed prior to the first shipment of results to school districts. The contractor will deliver a final summary report of missing materials to State within six months after the missing materials reports have been sent to districts. Bidder shall provide a plan to recover missing materials and to document retrieval efforts.

3.3.7 Technical Report

The contractor shall be responsible for preparation of an annual technical report describing the psychometric properties of the NDSA and its performance within each test administration. The contents of the annual technical report shall minimally meet the scope and quality of the State's current technical report. This report shall not include reports of results for schools or districts because that information will be reported elsewhere. It will contain written descriptions of the test development, content, and format as well as the scoring and analysis procedures. Tables and charts will be included to display important information. Previous versions of the technical report are available on the web at <http://www.dpi.state.nd.us/testing/assess/index.shtm>.

The report will be prepared in draft form for submission to State for review and approval according to the deadlines described elsewhere in this RFP. The bidder will submit with its proposal an example of a previous technical report prepared for another client.

The contractor shall provide a camera-ready copy, a CD containing the report, and ten bound copies. The due date for the final report shall be May 1st of each year.

3.3.8 Transition Activities

At the conclusion of activities specified by this RFP and ensuing contract, State will issue another RFP for the purpose of engaging a contractor to continue the NDSA beginning with the school year 2015-16. The state requires that the NDSA be continued from one contractor to another in such fashion that the program is consistent and has a stable score scale across the years. The proposal submitted by bidders in response to the present RFP must include specific provisions that will permit the use of an adequate selection of test items and item calibrations so that the first form administered by the contractor in the fall of 2015 can be equated to the form administered in the fall of 2014. Further, the proposal shall include provisions that will permit the contractor for 2010-15 to cooperate with the new contractor to verify the scoring of the tests administered in the fall of 2015. At a minimum, this will require that descriptions of scoring procedures and student data from the fall 2014 test be provided to the contractor so that verification of scoring procedures can be established.

3.4.0 Reports and Printed Materials

3.4.1 Product Design

The offeror shall include in the RFP a discussion of the development of all required printed products. Illustrations of tests, student integrated test/answer booklets, test administration manuals, individual student reports, school and district reports, and state reports shall be included with the proposal. The illustrations may be taken from other assessment programs for which the offeror is or was responsible and shall be used to demonstrate the capability of the offeror, the general style of products, and the quality of presentation and material (e.g., paper weight used). Offerors should assume that no printed products will be proposed that have lesser quality than those associated with the off-the-shelf norm-referenced test that forms the basis of the item pool.

For all printed products, the contractor shall be responsible for proposing the design, preparing mock-ups, and submitting the materials to State for review and approval. The contractor shall expect State to offer edit comments and shall anticipate having to make changes to the initial product design. In all cases, State shall have the final approval authority for all printed products.

Offerors shall assume that State intends to retain the structure and format of existing student, school, and district report forms. State will be the sole determiner of whether to accept any offeror's suggestions for changes or modifications to the existing report forms. Examples of current assessment report forms can be found on the web at: <http://www.dpi.state.nd.us/testing/assess/understand0406.pdf>.

3.4.2 Development of Printed Products

The production stages associated with all printed products are defined as follows:

Mockup (rough draft). The mockup stage will begin with delivery of the contractor's first draft of written language for a product. During the mockup stage, State and the contractor will exchange ideas for improving the document and State will communicate required changes to drafts and subsequent revisions. The purpose of the mockup stage is to complete the writing and editing of the product. The mockup stage will be complete when State approves the wording of the product.

Draft. The draft stage will begin with the contractor's first draft of the product in typeset form. The draft will be submitted in page layout form resulting from the product design. During the draft stage, State and the contractor will exchange reactions to the drafts and subsequent revisions by the contractor. The purpose of the draft stage is to complete the layout of the product and to proof the product for expression, usage, and typographical errors. The draft stage will be complete when State approves the design layout of the product and the correctness of the language.

Page Proof. The page proof stage will begin with the contractor's first draft of the final typeset copy that will be submitted to State. The purpose of the page proof stage is to ensure that the product has been prepared for printing without error. The contractor will make corrections and submit additional page proofs as required.

Printer's Proof (blueline, photographic proof). The printer's proof stage will begin with delivery of the photographic proof of the product produced by the printer. For each product, three photographic proofs produced by the printer will be delivered to State. The purpose of the printer's proof stage is to ensure that the product will be without flaws or errors in its printed form. The contractor will make corrections and submit additional page proofs as required.

Printed Sample. Printed copies of the product will be delivered to State after the product has been proofed by the contractor. The printed copies will be delivered to State before the products are shipped to districts. Printed products will be shipped after receiving State's approval.

The contractor will be responsible for proofreading documents during the typeset draft and page proof stages. Bidders will propose well-defined procedures to ensure drafts are checked by computer for spelling and proofed for complete accuracy by qualified proofreaders from the contractor's staff before they are sent to State for review. In addition, a qualified proofreader who is not a part of the contractor's staff will proofread the final page proofs before they are submitted to the printer for the production of printer's proof. Qualified persons within the contractor's organization and independent editors who will be responsible for proofreading will be named in the proposal and their vitae attached.

The contractor will design and implement a procedure for assessing the quality of printing. The procedure must include on-site quality control plans to ensure 100% correct collation of test books and answer books. In their proposals, bidders will explain what arrangements they have reached with printers to establish technology or procedures to prevent incorrect collation of test books and answer books. Printing Subcontractors that produce test books and answer books containing errors may not be approved for subsequent test administrations. Procedures for ensuring printing quality must include plans for proofing all materials before and after printing. The contractor is responsible for replacing misprinted or otherwise defective materials within an acceptable time period.

In addition to the quality of printing, State requires test security procedures at all times, including while the testing materials are being printed. See this web site for the test administrators' manual that contains information about test security: <http://www.dpi.state.nd.us/testing/assess/manual08.pdf>.

The contractor shall provide all printed documents to State as PDF or Microsoft WORD files in addition to the printed quantities specified in the RFP.

3.4.3 Specifications for Printed Products

The contractor will print any additional materials needed to implement the project, such as header sheets, labels for packing, and packing lists.

The contractor will be responsible for all aspects of production for publishing printed products, including formatting, graphics, and key entry. For each publication, the contractor will submit for approval printing plans that identify type size and style, ink and paper color, paper quality, and layout. Printing examples that show type size and style will be included. State desires attractive, good-quality printed materials of reasonable cost. Requirements for the quantities of each product to be printed are indicated in the printing specifications in Section 3.3.2.

3.4.4 Special Formats and Accommodations for Students with Disabilities

In general, all materials to be accessed by students shall be prepared with the principles of "universal design" to maximize the opportunity for all students to demonstrate their academic skills on the tests. This shall not be construed as a requirement that the tests be constructed so that they reflect "minimum competencies" or dilute the challenging expectations adopted by State. Information on universal design principles may be found at:

<http://cehd.umn.edu/NCEO/TopicAreas/UnivDesign/UnivDesignTopic.htm>.

The contractor will provide Braille and large-print versions at each grade level for visually impaired students for the reading, language arts, mathematics, and science NDSA test forms. Although multiple forms of the reading, language arts, mathematics, and science NDSA tests may be constructed for test administrations, only one form for each subject at each grade level will be converted to Braille and large-print versions. Large-print documents will be printed in 18-point type on 11" x 17" approved paper. Reformatting of documents may be necessary to meet these specifications. The contractor is responsible for proofreading the Braille tests by an independent party.

A publisher of Braille and large-print materials approved by State will produce the large-print and Braille versions of the test books and answer books at the Contractor's expense. Test administrator notes and scripts to accompany Braille test versions will also be developed by the Contractor. Approximately 5 Braille and 10 large-print versions will be produced for the fall administrations at each grade level.

Large-print version answer documents require separate handling during the scoring process. Responses from large-print and Braille documents will be transcribed by the Contractor and entered into the scoring system to be scanned. Responses to Braille test versions are scored using separate scoring and scaling programs.

3.4.5 Required Assessment Reports of Results

Offerors shall assume that State intends to retain the structure and format of existing student, school, and district report forms. State will be the sole determiner of whether to accept any bidder suggestions for changes or modifications to the existing report forms. Examples of current assessment report forms can be found on the web at: <http://www.dpi.state.nd.us/testing/assess/understand0406.pdf>. State must approve the final design of all report forms.

3.4.5.1 Individual student report forms. Two per student, printed on two sides, shipped to the districts, packaged by school and sorted by (1) grade, (2) classroom or teacher, and (3) alphabetically by student. The front side shall contain identification information about the student and his/her school and district, summary test results (proficiency level and scale score by subject area) and subtest scores. At a minimum, the report shall contain the same type of information that presently is used with the 2008-09

student report. In addition, the bidder shall provide for a single gummed label for each student that contains basic summary test results. This label will be provided to each school and affixed to each student's cumulative folder. A summary of current student reports is accessible at the following website: <http://www.dpi.state.nd.us/testing/assess/understand0406.pdf>.

3.4.5.2 School listing report form. One copy for each school is sent to the district coordinator of Assessment and one copy for each school, by district, is sent to State. This report provides identification information at the top of the form and then lists each student and his/her test scores.

3.4.5.3 Classroom, School and District summary report forms. One copy of each classroom, school, and district summary report will be sent to each district coordinator of Assessment. These reports provide a listing of each classroom within each school within each district that summarizes the performance of students. Two copies of each school and district summary report will be sent to State.

3.4.5.4 State summary report form. Two copies for State. This report provides a listing of each district and school within State and then summarizes the performance of students in each district and State total.

3.4.5.5 State statistical reports. Various analytic reports will be provided by the Contractor to State. For each operational test, the contractor will provide a state frequency distribution (total content score) for all students and distributions for all subgroups. The Contractor will provide test reliability calculations based on state student performance and item bias calculations based on DIF statistics or other alternative approved by State.

3.4.5.6 Data files. The contractor will produce the data files described in Section 3.6.4. These files will be transmitted to each district via secure FTP site or by secure delivery of CD's. Bidders shall assume that student level information shall be received by the school districts by January 31 annually.

3.4.6 Missing Materials Report and Inventory

The contractor will prepare a missing materials report for test books and secure answer books based on the scanning that is completed during materials check-in. Reports will be prepared for each school with missing materials listing the number of test books and answer books missing and the identification of each. School reports will be delivered to district coordinators with a district-level summary, and a state level summary report will be delivered to State. Any missing materials returned by districts will be recorded in the missing materials inventory maintained by the contractor. The missing materials reports must be delivered to the districts and State within 30 days after the check-in of secure materials has been completed. For each administration, check-in and verification of secure materials must be completed prior to the first shipment of results to local school districts. The contractor will deliver a final summary report of missing materials to State within six months after the missing materials reports have been sent to districts.

3.5.0 Other Miscellaneous Work Tasks

3.5.1 Secure Disposition of Material

After testing, the contractor will inventory and store unused test and answer books, manuals, and other materials for a period of six months. During this time, the contractor will be required to ship to State and districts quantities of these materials as may be required.

Unused test books may be destroyed after six months with written approval from State. However, the contractor will store 100 copies of each subject/grade test and answer book throughout the life of the project. Any materials that may be used in subsequent NDSA administrations will be stored by the Contractor.

Upon verification of the individual test booklet identification numbers of all test books returned by the districts and acceptance by State of accurate results files, the contractor will store used test books for a period of up to one year. The contractor will destroy the booklets after receiving written permission from State. Test security requirements will be maintained throughout the destruction process.

After acceptance by State of accurate computer files, used answer documents will be stored by the contractor, at contractor expense, for a period of two years. At the end of the two-year period after each test administration, the contractor will ship or destroy the answer documents according to instructions from State. This secure destruction will be initiated by a letter from the contractor to State requesting permission to destroy specific materials. If it is necessary to retain the answer documents for a longer time period, State will use additional funds to pay for storage beyond the two-year storage period.

3.5.2 Retrieval of Answer Sheets and Test Booklets

At State's request, the contractor will periodically be required to retrieve from storage up to 100 answer documents and/or used test booklets per school year. In some cases, retrieval of answer sheets will require the contractor to conduct a manual verification of machine scoring. The contractor will be responsible for costs associated with retrieval and possible delivery of these materials to State.

3.5.3 Translations of Publications

Assessment and administration manuals will be printed only in English.

3.5.4 Ancillary materials

The contractor is responsible for developing all necessary ancillary materials for distribution to districts for each required test administration. Some of these are listed in this section as follows.

Administration Manual. A single test administration manual will be developed for each test administration and will include instructions and requirements for all subjects and grade levels.

Instructions for Training Test Administrators. The instructions will consist of an outline of key issues to be covered during test administrator training with explanations accompanied by up to 10 full-color graphics depicting relevant items, such as the pre-identification label placed on the student grid sheet. The graphics will be provided to districts as overhead transparencies or PowerPoint files for either Windows or Macintosh applications. The contractor will determine the format required by each district test administrator.

Instructions for Training School Administrators. The instructions will consist of an outline of key issues to be covered during test administrator training and will be accompanied by graphics similar to those provided for training test administrators. The graphics will be provided to schools as overhead transparency masters.

Student ID Labels. See Section 3.3.4.

School Count Form. Pre-gridded school header documents for returning answer books.

Class Count Form. Pre-gridded class header documents for returning answer books.

Test Administrator Comment Form. Scannable forms for test administrator comments for every test administration.

Coordinator Comment Form. Scannable forms for test coordinator comments for every test administration.

Return Shipping Labels. Gummed, preprinted labels for districts to use to return materials, color-coded as required.

Return Instructions Memorandum. Document providing specific instructions for returning materials.

Return Materials. Envelopes and boxes necessary for districts to use to return materials.

Paper Bands. Printed paper bands provided for bundling answer books.

The contractor is required to provide other materials, including forms, labels, and documents, required to implement Assessment administration activities.

3.5.5 Security of Materials

All test items and test forms developed for the Assessment are secure materials. Offerors will describe in their proposals plans for maintaining the security of tests during development and implementation. The contractor's security plan must meet State's test security requirements. Offerors will describe in detail how the security of the electronic item/task and test form files will be maintained while they are in the possession of the contractor for production and scoring. Offerors will also describe in detail how the security of the tests will be maintained during printing.

At the completion of the contract, all data files containing items and/or graphics remaining in the possession of the contractor will be destroyed, and written verification of destruction will be provided to State as part of the final contract report. Destruction will not take place until authorized by State.

3.5.6 Optional Services to Districts

The offeror shall include in the proposal a description of all optional products and services that shall be offered to districts separate from those described herein. State reserves the right to determine whether the optional products or services will interfere with the accomplishment of Assessment or compromise the integrity of Assessment. If such determination is made, the product or service will not be offered to districts. For example, it would not be acceptable to offer school districts an item analysis and copy of the operational test.

3.5.7 Meetings with State Educators

The contractor will be responsible for arranging, organizing, and paying the cost of bringing meeting participants to the designated meetings identified in this RFP. Tables 3.5.7a-e provide information about the number, expected length, approximate number of participants, and cost of meetings to be held in relation to selected work tasks for which the administration contractor is responsible. All meetings usually will be held in Bismarck, ND.

This section identifies points at which groups of educators will meet to review work and products produced by the contractor and other activities. State will designate State educators and, in some instances, citizens or consultants from outside State to participate in the meetings.

The cost proposal will include the amount of funds to conduct these meeting. All meeting costs, including meeting room and equipment rental, provision of meeting materials, honoraria, and travel and per diem costs of participants will be paid by the contractor from these funds. Reimbursement for participants will be at rates authorized by State for travel, lodging, and meals. In the event that all of the funds designated for meetings with educators are not expended, the resulting savings will be deducted from the final payment of the contract. The State reserves the right to assume the responsibility to facilitate and administer certain duties, including the independent contracting with statewide educators including any honoraria, travel, lodging, and meal expenses, if the State finds this preferable. This may mean that certain meeting funds within this contract will not be accessed and their resulting savings will be deducted from the final payment of the contract.

All meetings will be conducted by State staff members, unless determined otherwise by State. Contractor staff must participate in the meetings with State educators, as may be required. The Contractor will be responsible for all expenses associated with contractor staff travel and participation. The contractor is responsible for onsite meeting organization and management. Generally, the contractor's manager for the contract will be present at meetings for overall management purposes. The contractor will also be expected to send needed staff to participate in meetings. Generally, for all meetings involving separate subject/grade groups, the Contractor will provide the appropriate development, scoring, or other professional staff person(s) to take part in each of the separate subject/grade groups.

Table 3.5.7a

Meetings of State Educators
Test Administration, Year One (2010-2011).

Project Activity	Number of Meetings	Number of Days Per Meeting	Number of Educators	Costs to be Included in Proposal
Review and validate test blueprints and item specifications. Test item content alignment. Reading, language arts, mathematics, and science. February 2010.	1	4	84	\$133,520
Bias review. Reading, language arts, mathematics, and science. February 2010.	1	3	24	\$31,305
Review report form designs. Summer 2010.	1	1	24	\$14,675
Review draft test administration manuals. March 2010.	1	1	12	\$7,595
Technical advisory committee meetings. Periodic.	3	2	6	\$77,220
Achievement standard-setting for reading tests. January 2011.	1	3	75	\$94,545
Achievement standard-setting for language arts tests. January 2011.	1	3	75	\$94,545
Achievement standard-setting for mathematics tests. January 2011.	1	3	75	\$94,545
Achievement standard-setting for science tests. January 2011.	1	2	75	\$69,655
Test administration feedback meetings. May 2011.	1	1	12	\$7,595
Total				\$625,200

Table 3.5.7b

Meetings of State Educators
Test Administration, Year Two (2011-12).

Project Activity	Number of Meetings	Number of Days Per Meeting	Number of Educators	Costs to be Included in Proposal
Review and validate test blueprints and item specifications. Test item content alignment. Reading, language arts, mathematics, and science. February 2011.	1	4	84	\$133,520
Bias review. Reading, language arts, mathematics, and science. February 2011.	1	3	24	\$31,305
Review report form designs. Summer 2011.	1	1	24	\$14,675
Review draft test administration manuals. March 2011.	1	1	12	\$7,595
Technical advisory committee meetings. Periodic.	3	2	6	\$77,220
Test administration feedback meetings. May 2012.	1	1	12	\$7,595
Total				\$271,910

Table 3.5.7c

Meetings of State Educators
Test Administration, Year Three (2012-13).

Project Activity	Number of Meetings	Number of Days Per Meeting	Number of Educators	Costs to be Included in Proposal
Review and validate test blueprints and item specifications. Test item content alignment. Reading, language arts, mathematics, and science. February 2012.	1	4	84	\$133,520
Bias review. Reading, language arts, mathematics, and science. February 2012.	1	3	24	\$31,305
Review report form designs. Summer 2012.	1	1	24	\$14,675
Review draft test administration manuals. March 2012.	1	1	12	\$7,595
Technical advisory committee meetings. Periodic.	3	2	6	\$77,220
Test administration feedback meetings. May 2013.	1	1	12	\$7,595
Achievement standard-setting for reading tests. January 2013.	1	3	75	\$94,545
Achievement standard-setting for language arts tests. January 2013.	1	3	75	\$94,545
Achievement standard-setting for mathematics tests. January 2013.	1	3	75	\$94,545
Total				\$555,545

Table 3.5.7d

Meetings of State Educators
Test Administration, Year Four (2013-14).

Project Activity	Number of Meetings	Number of Days Per Meeting	Number of Educators	Costs to be Included in Proposal
Review and validate test blueprints and item specifications. Test item content alignment. Reading, language arts, mathematics, and science. February 2013.	1	4	84	\$133,520
Bias review. Reading, language arts, mathematics, and science. February 2013.	1	3	24	\$31,305
Review report form designs. Summer 2013.	1	1	24	\$14,675
Review draft test administration manuals. March 2013.	1	1	12	\$7,595
Technical advisory committee meetings. Periodic.	3	2	6	\$77,220
Test administration feedback meetings. May 2014.	1	1	12	\$7,595
Achievement standard-setting for science tests. January 2014.	1	3	75	\$94,545
Total				\$366,455

Table 3.5.7e

Meetings of State Educators
Test Administration, Year Five (2014-15).

Project Activity	Number of Meetings	Number of Days Per Meeting	Number of Educators	Costs to be Included in Proposal
Review and validate test blueprints and item specifications. Test item content alignment. Reading, language arts, mathematics, and science. February 2014.	1	4	84	\$133,520
Bias review. Reading, language arts, mathematics, and science. February 2014.	1	3	24	\$31,305
Review report form designs. Summer 2014.	1	1	24	\$14,675
Review draft test administration manuals. March 2014.	1	1	12	\$7,595
Technical advisory committee meetings. Periodic.	3	2	6	\$77,220
Test administration feedback meetings. May 2015.	1	1	12	\$7,595
Total				\$271,910

3.6.0 Cost Options

3.6.1 Cost Option #1 – Grade Nine Assessment Expansion

The State is considering the expansion of the NDSA to Grade Nine in reading, mathematics, and language arts. The offeror shall provide a proposal for the development of a Grade Nine Assessment in reading, language arts, and mathematics that will meet all specifications applicable to other respective grade levels within the NDSA.

Offeror shall note that State does not intend to include science into any Grade Nine amendment. State will assume responsibility to declare Depth of Knowledge standards for all benchmarks within these Grade Nine subjects prior to the initiation of any development work regarding this cost option. The proposal shall describe various considerations regarding this grade expansion, including costs, validity and reliability, alignment, scoring and scaling, standard setting, implications for test development and renewal, and other topics as necessary. The offeror shall propose a performance schedule that presents development benchmarks, in the event that the State elects to exercise this option.

3.6.2 Cost Option #2 -- Customer Satisfaction Feedback

The State is considering the prospect of introducing an online customer satisfaction feedback survey as a component of the NDSA. The offeror shall provide a proposal for conducting an annual Customer Satisfaction Feedback Survey for school and district test administrators, principals, teachers, and other educators.

Within the work associated with this cost option and following the completion of shipping for each test administration, the Contractor will produce a customer satisfaction survey designed to measure customers' satisfaction regarding the overall NDSA administration and score reporting process. The survey shall be available via a secure internet site and shall be designed to permit the respondent to mark selected responses and, when appropriate, to provide typed responses to specific questions. The offeror's proposal shall include cost estimates and a presentation of any quality assurance considerations.

The contractor will propose questions to be included in the survey for State approval. The contractor will deliver a written report to State indicating the satisfaction index results, comparisons with previous administrations, identified areas for improvement, and steps to bring about improvement prior to the next administration. The report for each administration would be due by March 1. The State reserves the right to amend this contract to include a satisfaction survey for parents, students, and other stakeholders.

3.6.3 Cost Option #3--Development of New Test Items

The State assumes the right to develop specific test items to meet identified improvements in the NDSA. State intends to expand the number and type of items available for use with the NDSA over the lifetime of the contract to meet the State's unique needs and expectations. Certain test development activities are defined in this section as a Cost Option. Each of these work tasks shall be separately priced as shown in Attachment 1.

State will determine whether to accept each of the cost options or to negotiate with the successful offeror for acceptable alternatives.

The State retains full title and ownership to any test items developed under Section 3.6.3. Test item development conducted under this cost option does not relieve contractor of its responsibility to provide properly aligned test forms as specified in Section 3.01.7.

3.6.3.1 Creation of a Development Plan and Operational Test Blueprints

The contractor shall create all forms of the NDSA according to test blueprints adopted by the State. It is understood that small modifications in the blueprints may be specified by the State, if field test items developed under Section 3.6.3 are included into any NDSA. There may or may not be implications for the test development program based on such changes. The State provides sample test blueprint summaries for reading, language arts, mathematics, and science that illustrate how test blueprints are to be monitored and measured. Refer to the following website for a listing of each subject's blueprint summary design: <http://www.dpi.state.nd.us/testing/bidders/bidders.shtm>.

At the request of the State, contractor will meet in Bismarck, ND to discuss any proposed NDSA test item improvements. State shall determine the number of items it will require in accordance with this Cost Option.

3.6.3.2 Creation of Item Specifications

Once State has determined the skills for which additional items are required and the skills for which constructed response items are required, the contractor shall prepare item specifications and sample items that will guide the work of item writers and reviewers.

State will convene a meeting of district teachers, curriculum specialists, and testing specialists to review and validate the draft item specifications. The contractor shall incorporate State's edits and prepare final specifications for delivery to State within two weeks of receipt of the edits.

3.6.3.3 Construction of Test Items

The contractor shall develop new test items matching the approved item specifications. Each year, State shall specify the quantity of items, type of items, and skill coverage for the test development program during the lifetime of the contract.

The contractor will be responsible for creating the initial draft of the items and any required graphics. All items shall be created and maintained in an item bank during the lifetime of the contract and shall be transferred to State at the end of the contract. The contractor shall use an item banking system that can readily be transferred to another contractor if a different contractor is awarded the next competition for State testing services.

The draft items shall be forwarded to State for review, editing, and validation by committees of State educators and testing specialists. The contractor shall be prepared to receive and incorporate edits required by State.

State desires that test development begin as soon as the item specifications have been approved with the intent of embedding non-operational field test items in the forms to be administered in November 2010. State and the contractor shall negotiate a test development schedule that results in new test items being embedded in the annual November test administration.

The offeror shall prepare cost estimations for the development of 10 items per subject area per grade level per year, and the State anticipates incorporating 5 of these items per subject area per grade level per year on the administered NDSA. Offerors should anticipate that an unknown percentage of items may not be accepted by State as a result of validity reviews. The contractor will be required to deliver the specified number of items that are acceptable to State. The State will retain ownership of any developed test items and any field tested items.

3.6.3.4 Pilot Testing New Items

The contractor shall conduct small-scale pilot tests of all new items prior to their delivery to State for review and validation. A pilot test shall be defined as an operation in which the draft items are administered to groups of 8 to 10 students at locations convenient to the contractor. The purpose of the pilot test is not to obtain representative data but is, instead, to determine whether there is anything about the items and associated graphics that the students find to be confusing. The students may be interviewed as part of the pilot test process.

3.6.3.5 Creation of Scoring Protocols and Procedures

The contractor shall develop scoring protocols and procedures for review and approval by State. These shall be submitted at the same time the items are submitted for review and validation. The contractor shall anticipate that the scoring protocols and procedures will be modified as part of the field test process.

3.6.3.6 Review and Revision of Items

The contractor shall submit the items to State for review by committees of State educators, curriculum specialists, and test administrators. The contractor shall anticipate that State will require changes to the draft items, and the contractor shall make the changes in a timely fashion to meet the deadlines for insertion of the items into the operational forms of the tests.

The timeline for delivery of items to State for editing and validation will depend upon the contractor's deadlines for printing. The field tests of new items will occur in November, so it is estimated that the camera-ready deadline is approximately May 1st. The contractor may propose the working timeline to State at the annual planning meeting(s), but such proposals shall always guarantee that the new items will be included in the November test administration.

3.6.3.7 Field Testing New Items

Each year, NDSA will include embedded field test items in the operational test books. The books will be spiraled among the students to obtain a random sample of student responses. No test form shall contain more than five field test items and, among these, no more than one extended response item.

The proposal shall include a discussion of the plan for field testing new items in spiraled forms, including the number of forms needed, the number of items that can be field tested in each form, and the estimated number of students who will take each field test item.

3.6.3.8 Creation of Expanded Operational Test Forms

As new items are field tested and accepted for use in future tests, the operational test forms shall include items consistent with the test blueprint previously described. The implication of this requirement is that the tests will be somewhat longer to include the number of constructed response items specified in the blue print.

The contractor will be responsible for equating the alternate forms within any given year and equating from year to year. All test results shall be placed on the same score scale for reporting purposes.

3.6.3.9 Item Development Schedule

The final schedule for test development will be created through discussions between the contractor and State. For planning purposes, the bidder must anticipate that each November there will be field test items embedded in the operational test forms. The following approximate timeline can be used for planning purposes.

Revision of existing test blueprint begins	November 2, 2009
Revision of existing item specifications	November 2-30, 2009
Item writing activities	November 2 – December 15, 2009
Begin pilot test activities	January 15, 2010
Begin review and edit of items	February 15, 2010
Complete final revision of items	April 1, 2010
Begin preparation of forms and printing	June 1, 2010
Test administration begins	October 22, 2010

3.6.4 Cost Option #4-- Computer Administered Assessments

The State is considering expanding the state's assessment program to include one additional computer-administered interim assessments annually. These interim assessments will provide schools with additional student achievement data to guide student instruction and provide the State with comparable measures that support the design and effect of the NDSA. The State secondarily desires to use these interim assessments as multiple measures to support the NDSA for the purposes of accountability reporting under ESEA, including annual adequate yearly progress and the state's growth model, provided that such authorization is granted by the U.S. Department of Education (ED). These interim assessments shall meet the technical specifications set forth within the ED's established peer review process.

The offeror shall provide a proposal for the development of computer-administered interim assessments that meet the same specifications as the NDSA, except as provided herein. Any interim assessments must be fully aligned to the state's grade-level academic content standards; demonstrate common construction with no provision of an adaptive assessment model; evidence comparable scoring, scaling, and achievement standard-setting to that of the NDSA; provide for the pre-equating of the assessments with no post-equating activities; provide for only electronically transmitted reports to schools and the state; complete the reporting to schools within three days for selective-response assessment items and complete the reporting for constructive item response items and final composite results within two weeks.

The offeror's proposal shall retain all specifications of the paper-based assessments, including the full use of constructed- and extended-response test items. The proposal shall address and ensure that any computer-administered assessment shall meet universal design specifications and not diminish bias concerns for keyboarding skills, visual or construction aids (e.g., use of protractors or compasses in mathematics assessments), Braille accommodations (i.e., the provision of physical Braille tests), or other considerations.

The offeror's proposal should provide for one annual interim assessment that is to be administered between January and April at a time selected by individual school districts. The computer interim assessment shall be aligned to the academic content standards of the current grade. It is permissible for the offeror to draw from the test item pool of the NDSA; however, no common items shall be used within the interim assessment that will appear in the NDSA in the following November test administration or that appeared in the previous November test administration. Each interim assessment shall maintain its own anchor item construct and this construct shall not replicate in any manner the anchor item construct of the NDSA.

The proposal shall describe various approaches that can be used for such assessments, the implications of each approach as to practicality, costs, test reliability and validity, capability of implementation in all schools, technical requirements, test security, scoring and scaling implications, implications for test development and renewal, and other topics as necessary. The proposal also shall include a discussion of the implications for use of performance items and the scoring thereof. The proposal shall report separately the impact of any grade nine expansion upon the design and cost of the interim assessment proposal. The offeror may propose any programmatic and cost efficiencies that might be gained by collapsing or integrating certain activities, such as test item development, across the interim assessments and the NDSA.

The offeror shall propose an initial small-scale implementation of a computer administered interim assessment system with incremental increases in the accessibility of the system as success is demonstrated.

The State will consider these conditions and proposals offered by the offeror in determining whether to exercise this cost option, including the possible expansion of interim test administrations.

3.6.5 Cost Option #5 – Separating the Administration of Science and Language Arts Sections from the Reading and Mathematics Sections within the NDSA

The State is considering decoupling the reading and mathematics sections of the NDSA from the science and language arts sections of the NDSA to administer these NDSA sections at different times. This decoupling is intended to manage testing demands on schools and to reduce student fatigue without compromising the need to proceed with reading and mathematics accountability reporting. The offeror shall provide a plan and cost estimates that would provide for the administration of the reading and mathematics sections of the NDSA in October of the school year and the administration of the science and language arts sections in December of the school year.

The proposal shall provide for reports to be issued for the respective reading and mathematics sections on a separate schedule from the respective science and language arts sections. The proposal shall discuss any program issues that may impede the bidder's ability to decouple these respective test sections or that might impact the validity or reliability of the test sections.

3.6.6 Cost Option #6 -- Computer Administered North Dakota State Assessments

The offeror shall provide a proposal for a *feasibility study* to move the NDSA from its present paper-based tests to a computer-administered approach. The offeror's proposal shall retain all specifications of the paper-based assessments, including the full use of constructed- and extended-response test items. The proposal shall address and ensure that any computer-administered assessment shall meet universal design specifications and not diminish bias concerns for keyboarding skills, visual or construction aids (e.g., use of protractors or compasses in mathematics assessments), Braille accommodations, or other considerations.

The proposal shall describe various approaches that can be used for such assessments, the implications of each approach as to practicality, costs, test reliability and validity, capability of implementation in all schools, technical requirements, test security, scoring and scaling implications, implications for test development and renewal, and other topics as necessary. The proposal also shall include a discussion of the implications for use of performance items and the scoring thereof.

The offeror shall propose an initial small-scale implementation of a computer administered system and shall propose criteria with which to judge the success of the system and identify extant and potential problem areas. The proposal shall describe an approach that allows for incremental increases in the accessibility of the system with continued evaluation of its success. The offeror shall specify which, if any, assessments might be retained as paper-based assessments, based on instructional best practices.

3.6.7 Cost Option #7: Research and Development Studies

The offeror shall include an amount of \$100,000 in the cost proposal for optional and unspecified research and development studies that may be requested by the State. These funds shall be expended only upon specific authorization of the State through an authorized Change Order. This amount may be amended by State as required during the duration of the contract period.

3.6.8 Cost Option #8: Test Item Development for the North Dakota Alternate Assessment-2 (NDAA2), Based on Modified Achievement Standards

The State administers the NDAA2 based on modified achievement standards for students with persistent learning difficulties under a separate contract. The State is interested in exploring the prospect of contracting with the Contractor for the sole purpose of developing individual test items appropriate for use in the NDAA2 for reading, language arts, mathematics, and science at the same grades applicable for the NDAA2. The State is not proposing to contract for the general administration of the NDAA2; instead, this cost option is limited to the development of individual selective response and constructed response test items, which will then be accessed for possible use in developing future NDAA2 test forms.

Students with persistent learning difficulties are generally recognized as students who have ongoing difficulty achieving a level of expected performance in general education without intervention and modification of learning environment, instructional delivery, or scholastic content.

Some or all of the following criteria relate to students with persistent learning difficulties.

- Student demonstrates persistent and long lasting learning impairments.
- Student demonstrates an enduring learning deficit rather than just a developmental lag.
- Student typically does not make grade level progress in a chronological year.
- Student requires intervention programs of greater duration and intensity than those normally offered in the regular classroom.
- Student is served under IDEA and has an Individual Education Program (IEP) plan.
- Student may be eligible to take an alternate assessment based on modified achievement standards if the IEP team makes that determination based on the prescribed criteria for the North Dakota Alternate Assessment 2 (NDAA2).

For the purposes of test development, NDAA2 test items are understood to be aligned to the State's academic content standards. Selective test items include fewer answer choices, (e.g., three selections instead of four selections). Test items include simplified wording. Reading test items include shorter passages.

Each test item will be aligned for use in the NDAA2 and have an assigned Depth of Knowledge (DOK) as defined by the State's Assessment Alignment Studies for each respective subject. All test items shall meet test design and alignment specifications used in the State's NDAA2 program and support Title I assessment requirements specified within the NCLB. No third party copyright materials will be incorporated into the test items. No test piloting of test items will be included within this cost option. The State will retain all rights and title to the test items.

The offeror shall provide a general per-item pricing proposal for individual test items within each subject and grade. The State reserves the right to amend this contract to allow for test development activities for the North Dakota Alternate Assessment-1 based on alternate achievement standards.

3.7.0 Procedural Requirements

The procedural and management requirements identified in this section govern the work of the contractor.

3.7.1 Provisions Governing the Work of the Contractor

The work tasks described in this RFP reflect design, development, and implementation aspects of Assessment. In preparing their proposals, bidders should consider the following provisions governing the activities required by these sections.

- All of the procedures used by the contractor to implement the work tasks identified in the RFP must be approved by State, and all products must be approved by State at major stages of development. Any procedures not specifically required in the RFP will be described in detail and included in the Operational Plan described in Section 7.5. State reserves the right to determine specific details of work tasks and products. Changes to any agreed upon procedures or product specifications must be approved by State.
- Design control of all aspects of this project remains the total responsibility of State. Changes in the design made after the award of the contract will be at the discretion of State.
- State reserves the right to make changes in materials at any stage of the project prior to final printing.
- Products and procedures are modified to some extent at contractor expense for each Assessment. For example, modifications may be made to the design, format, or wording of printed products from one administration to the next. Modifications may also be required for other products and procedures such as data analyses, tape formats, and report designs. Consequently, all products developed in relation to Assessment are to be produced in quantity only for the particular Assessment.
- Contractors will be responsible, in consultation with State, for the initial draft, for writing, and for thoroughly editing and proofing all text required for printed or software products.

3.7.2 Contact and Communication between the Contractor and State

One staff member from State will be assigned to manage the contract resulting from the RFP under the overall supervision of the program director.

3.7.3 Management Meetings

The successful operation of the project will require regular management meetings between the contractor and State staff. The first management meeting will take place at the contractor's offices, and the remaining meetings may take place at State, the contractor's offices, or in a location convenient for the contractor and State.

The contractor should expect that up to three of their staff will travel to attend approximately five management meetings per year; these meetings will also involve State staff. Contractors will be responsible for the costs of sending their staff to project management meetings.

The cost proposal will include funds specifically set aside for State staff travel for project oversight activities. Project oversight activities include issues related to overall project management; management of administration activities; and oversight of hand-scoring. The contractor will be responsible for paying the cost of travel and per diem for two State staff for eight trips annually related to the contract. The funds will be available to reimburse State staff for travel. The cost of the trips will be based on travel between Bismarck, ND, and the Contractor's headquarters or between Bismarck, ND, and the contractor's scoring sites. Reimbursement for travel and per diem costs for this travel will be at rates authorized by state statute. In the event that all authorized trips are not taken, the resulting savings will be deducted from the final payment of the contract. The proposal must include a specific line item for these travel dollars.

3.7.4 Communication Tools

To meet timelines for completing work tasks, both State and the contractor will need to use overnight express delivery or comparable rapid delivery services of drafts and copies of materials such as test books, report forms, and video tapes. The contractor will provide to State a high quality, high-speed, plain-paper facsimile

(fax) machine for communicating between State and the Contractor. The fax machine must have sufficient memory to retain up to three broadcast lists of up to 100 addresses each. The contractor will be responsible for all aspects related to delivering, installing, and maintaining the operation of this service. The fax equipment provided by the Contractor will remain the property of the Contractor and will be returned to the contractor at the conclusion of the contract.

3.7.5 Project Management Reports

Four reports are to be prepared by the contractor to facilitate and document communications with State: Operational Plan, Weekly Status Report, Test Administration Summary, and Accounting Report.

- The Operational Plan is a working document to be developed and added to as the project progresses. The Contractor will provide and continually update two copies of the Operational Plan, which is to be bound in loose-leaf binders for each project year and kept in the possession of State. One part of the Operational Plan will contain secure test items. The Plan will document proposed procedures for all work tasks and include copies of all products developed during the course of the project. The Plan will contain the project schedule and work task specifications developed each year for the project. The Plan will also include a final copy of each report form; a final copy of each data tape format; and a final copy of each product produced during the year, each stored in a three-hole clear plastic folder.
- The contractor will provide a weekly written Status Report to State. The Report will identify the status of major tasks in process for recent and upcoming work tasks and identify progress on important project issues. The contractor will e-mail the Status Report to State on scheduled Fridays.
- The Test Administration Summary for each test administration will be produced by the Contractor. The purpose of the Summary is to review and identify areas of the project that require changes and improvement in the following year's activities. The Summary is intended to become a working document for documenting and implementing such changes for the succeeding NDSA administration. The Summary will be based on information gathered by the management staff as the project progresses. The Summary will address all test administration processes, particularly processes related to hand-scoring and reporting. The Summary will include information from the Customer Satisfaction Survey; error logs related to materials distribution and shipping; administrator comment forms; missing materials reports; and hand-scoring reports. Recommendations will be included for actions to improve procedures, plans, and activities for the subsequent administration.
- The Accounting Report will provide a summary of balances of Reimbursable Funding Categories identified in Section 3.5.7 and balances resulting from substitutions of work tasks. This report will be submitted to State every three months.

3.7.6 Communication between the Contractor and Districts

Each school district has a district coordinator of Assessment assigned to work directly with State to implement Assessment. All aspects of test administration are administered within the districts through the district coordinator of Assessment. Other district personnel involved in Assessment are one testing coordinator per school and the teachers or guidance counselors who serve as test administrators.

All communication between the contractor and school districts must be directed through or approved by State. Memos required to implement various aspects of Assessment will be prepared by the Contractor and approved by State prior to release. The contractor will also be required to mail and/or fax up to 12 memorandums or sets of instructions annually to district coordinators of Assessment and to one separate addressee within each district, as directed by State.

Districts will be instructed to communicate directly with the contractor only for the purpose of ordering additional testing materials prior to administrations. For this purpose, the Contractor will provide a toll-free telephone number and a toll-free fax number.

3.7.7 Test Security Requirements

Test items, performance tasks, and test forms developed for Assessment are secure test materials. Bidders will describe in their proposals their plans for maintaining the security of these materials during development and implementation. Bidders will describe in detail how the security of the electronic item/task and test form files will be maintained while they are in the possession of the contractor. Offerors will also describe in detail how the security of the tests will be maintained during printing.

At the completion of the contract, all data files containing items and/or graphics remaining in the possession of the contractor will be destroyed, and written verification of destruction will be provided to State as part of the final contract report.

3.7.8 Subcontractors

The offeror may choose to employ subcontractors for the completion of one or more tasks. If the offeror proposes to employ a subcontractor(s), the staff and corporate qualifications of subcontractors will be documented in the proposal at the same level of detail as those of the offeror.

A separate chart in the proposal will identify all of the subcontractors proposed to be involved in the project and the services they are expected to provide. All subcontractors must be approved by State.

It is assumed that the contractor will use outside printers for some materials, such as preprinted computer forms. Printers will be documented as subcontractors, and the Operational Plan will identify the proportion of materials to be printed by the contractor and by outside vendors. Procedures for quality control and security during printing are to be described.

The contractor will assume responsibility for all services offered in the proposal whether or not they are performed or produced by the contractor or by subcontractors. State will consider the selected contractor to be the sole point of contact for contractual matters, including payment of any and all charges resulting from the contract.

3.7.9 Contractor Staff

The work tasks described in the RFP constitute a large, complex, challenging project that requires year-round activity and close attention. Bidders will carefully consider whether they have sufficient human resources to complete the work activities of the RFP and will demonstrate in their proposals that they have sufficient human resources to complete project work.

Bidders will indicate by name the professional personnel to be responsible for major contract activities, with an estimation of the amount of time in full-time (equivalent person-days) each person will devote to each task. This information will be included in a separate chart in the management proposal. An appendix to the technical proposal will contain one-page vitae for each of the professional personnel to be assigned to the project, indicating relevant educational background and professional experience.

Bidders will include charts in their proposals that show the regular institutional organization and the proposed organization of project staff in relation to the regular institutional organization. All key positions will be indicated, with occupants of positions identified by name.

3.7.10 State Responsibilities

In completing the work of this contract, State will provide staff to coordinate the contract and provide the contractor with necessary support in timely fashion. State will complete its review of the contractor's products within approximately seven working days of receipt and either approve the design of products as submitted or provide specifications for modification. If modification is required, State will notify the contractor if the modified product or design is to be submitted for subsequent review. Upon receipt of final products or procedures, State will notify the contractor if the products or procedures are accepted or, if not resolvable, deficiencies were found. State will provide details about deviations from the approved specifications and specify any modifications to the payment schedule and/or payment amount.

3.7.11 Reimbursable Funding Categories

The following funding categories are designated for specified project functions and may be used for those upon authorization by State. Separate amounts are designated for development work tasks and for administration work tasks. Bidders will include these amounts in their cost proposals.

Monies not expended from these funds will be deducted from final contract payment at the conclusion of the contract. The amounts specified in this section may be increased by an appropriately negotiated amendment at any time during the lifetime of the contract. The amounts allocated for these funds will be identified separately in the bidders' cost proposals.

The contractor will submit a report every three months indicating expenditures from these funds and the balances remaining in these funds. The final contract invoice will be accompanied by the final balance sheet for these funds.

3.7.11.1 Contingency Services

It is possible that unforeseen circumstances will make it either necessary or desirable to perform data analyses beyond those described herein or to handle unexpected data processing or materials acquisition requirements. Since these circumstances cannot be defined in advance, and since State must be able to request such extra services in a timely fashion so as not to impede implementation of Assessment, it is necessary to include in the proposal the annual amount of \$10,000.00 to be spent only if authorized by State.

3.7.11.2 Author's Alterations and Design Control

State reserves the right to make changes in materials at any stage of the project prior to final printing. Any changes made after approval has been given for final page proofs will be paid for as author's alterations. If any alterations are necessary, State will identify in writing to the Contractor the alterations to be made. The contractor will include in the proposal the annual amount of \$10,000.00 to be spent only if authorized by State.

3.7.11.3 Consultant Services

The contractor will provide to State technical advice and consultant service, as required, from outside the contractor's staff. Consultant(s) used in this area will be selected by State. The contractor will include in the contract the annual amount of \$10,000.00 as a fixed amount to be allocated for consultant honorarium and travel as authorized by State.

3.7.12 Final Delivery of Materials

The contractor agrees to deliver to State, upon request, all materials and products in all forms that are developed for and used in conjunction with this project, including test items and performance tasks, scoring materials, test books, answer documents, interpretive products, computer listings, and computer files within 30 days following acceptance by State of the final report for the project.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date beginning October 15, 2009 and ending September 30, 2013, with the option of one two-year extension to September 30, 2015, upon satisfactory completion of the initial contract term. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew the contract for an additional two-year period at least six (6) months before the scheduled contract expiration date.

The State reserves the right to extend the contract period for an additional period of time, not to exceed twelve months beyond the September 30, 2015 expiration date of the contract, upon mutual written agreement by both parties.

Offerors shall understand that the contract resulting from this RFP may overlap with the next contract for NDSA test administration within the 2015-16 school year. The overlap period may be several months long and is designed to permit a smooth transition from one contractor to another with no interruption in testing services.

4.02 Contract Type

The contract resulting from this bid competition shall be a "Firm Fixed Price with Adjustment" contract.

4.03 Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP as Attachment 2. The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer *in writing* by the deadline set for questions with any concerns regarding the contract provisions.

4.04 Proposal as a Part of the Contract

This RFP and the successful proposal will be incorporated into the contract.

4.05 Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

There may be changes in the program from one year to the next, which could affect many aspects of the contract. These changes will be handled, as necessary, by change orders and amendments to the contract. Offerors should anticipate that amendments for changes in work tasks may be necessary during the lifetime of the project. By submitting a proposal for this project, the offeror indicates that it will cooperate with the State in good faith negotiations for amendments to the work tasks as may be necessary.

Change orders will be provided in writing by the State to the contractor prior to the contractor having made significant efforts in completing the task.

In any contract amendment, the amount by which the contract price is increased or decreased shall not exceed the fair market value of the activities being added or deleted.

The State shall make the final decision in the interest of its program as to the activities to be added or deleted.

4.06 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.07 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the State has approved and fully executed the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.08 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the State.

4.09 Indemnification and Insurance Requirements

Offerors must review the attached Risk Management Attachment 3 for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made *in writing* to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the State in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the State, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10 Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the State.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the Contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax State at 701-328-3470 or visit its website at www.nd.gov/tax/ for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the Contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.11 F.O.B. Point and Freight

All items which require shipping through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of North Dakota. Title will pass to the State at destination, and the vendor will be responsible for any freight claims.

4.12 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Offerors shall include in their proposal a proposed contract payment schedule that is based upon estimated actual expenditures. The State is under no obligation to accept the proposed payment schedule. The State will not make any advanced payments before performance by the contractor under this contract.

Each billing must consist of an invoice and progress report. No payment will be made until the project director has approved the invoice and progress report.

4.13 Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the State or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels or if federal or state requirements are modified by legislative action.

4.14 Payment Terms

No payment will be made until the purchasing agency approves the contract.

Contract payments shall be made only upon completion of specified work tasks. Partial payments may be made solely at the option of the State.

Payment for commodities and services received under contract will normally be made within 30 calendar days after receipt and acceptance by the State or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the State's project director.

Prompt Payment Discount Terms offered by the contractor may be taken by the State if payment is made within the specified terms.

4.15 Contract Personnel

The program director designated by the State must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.16 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent, the project director may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.17 Termination for Default

If the program director designated by the State determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.18 Open Records Laws - Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

4.19 Work Product, Equipment, and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the State. The contractor will retain ownership rights to any proprietary products or information that were provided to the State but were not created specifically for the State during the course of this contract.

4.20 Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.21 Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract specifies the binding nature of this contract and incorporates this contract, including any attachments.

4.22 Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

4.23 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or program director designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the State and contractor.

4.24 Liquidated Damages

The State will include liquidated damages in this contract to assure its timely completion, and not as a penalty. The amount of actual damages will be difficult to accurately estimate. For the purposes of this contract the State has set the rate of liquidated damages at **\$5,000.00** per day. This amount is based on a predetermined daily rate that is reasonably proportional to the partial daily anticipated cost (approximating 50%) of the State's current NDSA contract. If the Contractor fails to meet the timeline established by the State to conduct its annual NDSA testing or reporting responsibilities as specified within this RFP, the State will inform the contractor in writing by certified U.S. Mail of this failure and the State will begin to collect liquidated damages on the date specified by the State in writing and will continue to collect them until the contractor fully meets its contractual obligation to provide the specified products and services.

Timely delivery is imperative and, as a result, the contractor will be required to enter into an agreement similar to the following for the completion of the key activities identified of this RFP:

Inasmuch as failure to complete key activities within the time fixed in the contract will result in substantial injury to State, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that for each and every day work on key activities remains uncompleted beyond the time set for its completion the Contractor shall pay to State the sum of \$5,000 as liquidated damages for such delay, and not as a penalty. The said sum may be deducted from money due to the contractor as compensation under this agreement. These shall be in addition to any other remedies State has by law.

Should the contractor be unable to meet any delivery date, an extension may be requested. This request may or may not be granted at the sole discretion of State. If approval is granted by State, liquidated damages will not be assessed for the duration of the approved extension.

SECTION FIVE PROPOSAL FORMAT AND CONTENT

5.0 Proposal Preparation and Organization

The following specifications shall apply to each proposal submitted:

- Offerors must follow the format set out in this RFP and provide all information requested.
- The proposal shall address all technical specifications identified throughout the entire RFP.
- Offerors shall construct proposal narrative and any supporting evidence to reflect the sequence of technical specifications presented within the RFP. For example, Offerors are encouraged to provide narrative and supporting evidence for Section 3.4, Section 3.5, and Section 3.6 of the RFP in that order.
- Please note that the Great Seal of the State of North Dakota is protected by law (N.D.C.C. § 54-02-01); it should not appear anywhere on the proposal.
- The proposal must be received by the due date specified on the RFP cover sheet. Requests for extension of the date will not be granted. It is the offeror's responsibility to have the proposal delivered on time; hand delivery may be advantageous.
- The proposal must include the complete name and address of offeror's firm and the name, mailing address and telephone number of the person the State should contact regarding the proposal.
- The proposal must be signed by a company officer empowered to bind the company.
- The proposal shall be typed single-spaced and have separate parts, as identified in Section 5.0, inclusive. Each part must be clearly labeled.
- The offeror must submit one original and 12 copies of each of the following components, which are to be packaged and labeled separately as specified in Section 1.04:
 - a. the Technical Proposal;
 - b. the Test Item Forms and blueprints for reading, mathematics, and science in grades 4, 8, and 11, including required narrative alignment analyses as required in Section 3.2.3 and as specified in Attachments 1;
 - c. the Cost Proposal, with all documents sealed.

5.1 Proposal Part I, Mandatory Documents and Statements

The proposal shall be accompanied by a transmittal letter in the form of a standard business letter, signed by an individual authorized to legally bind the offeror. The letter must include the required statements found in the RFP as well as any required forms located in the Appendices. Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

5.2 Proposal Part II, Bidder Qualifications and Experience

Part II of the offeror's proposal shall be entitled Corporate Qualifications and Experience. It shall provide a description of the offeror's qualifications and prior experience performing tasks similar to those required in the RFP. The narrative shall include a description of the offeror's background and relevant experience that qualifies it to provide the products and services required by the RFP.

The minimum expectations for corporate qualifications and experience are shown in Attachment 1D. For each criterion, the offeror must demonstrate that the minimum threshold of experience has been achieved with prior completed projects. The projects must have included work tasks similar to those described herein, particularly in test development and scoring and reporting a comparable number of tests.

The offeror will provide a description of the contracted services; the contract period; and the name, address, and telephone number of a contract person for each of the contracting agencies. This description shall

- (1) document how long the organization has been providing similar services;
- (2) provide details of the offeror's experience relevant to the services required by the RFP;
- (3) describe the offeror's other testing projects, products, and services that are similar to those required by the RFP.

Offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Bidders must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide a minimum of three reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Bidders are invited to provide letters of reference from previous clients.

5.3 Proposal Part III, Technical Proposal

The offeror must

- submit a Technical Proposal that shall be considered Part III of the proposal. It must contain both the management plan and the production proposal.
- provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offeror must also identify any pertinent issues and potential problems related to the project.
- provide comprehensive narrative statements that set out the methodology it intends to employ. Offeror must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.
- provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project schedule. Offeror must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed.

The management plan must meet all of the requirements of Section 3, inclusive, and clearly describe the offeror's human resources and technological plans for performing the tasks required by the RFP. If subcontractors are to be used for any portion of the work activities, the offeror must name the subcontractor(s) and document the experience and qualifications for the subcontractor(s) performing tasks identical to those they will be asked to do.

The Technical Proposal shall provide a description of the Bidder's proposal to State to provide the products and services to meet the requirements of the RFP. This discussion shall encompass the requirements of Section 3, inclusive, of the RFP. The description is to be complete, clear and concise. The offeror shall provide examples of materials that will demonstrate the quality of the work done by the offeror on similar projects as addenda to the Technical Proposal.

The proposal shall include three 40-item sample test forms, one for each of the content areas of reading, mathematics, and science for grades 4, 8, and 11. Test alignment and quality indicators are shown in Attachment 1A. The test forms will be evaluated using the worksheet shown in Attachment 1B. Bidders are to provide narrative analyses on alignment required within Section 3.2.3 (Content of Tests) as an attachment to the Test Item Forms and are to be included in the sealed envelope or package for the Test Item Forms. The alignment narratives will be evaluated using the rating scale shown in Attachment 1C.

The criteria for the Technical Proposal are shown in Attachment 1E, inclusive. For each criterion, the offeror must demonstrate the solutions that meet the minimum threshold described in the RFP.

5.4 Proposal Part IV, Cost Proposal

The Cost Proposal shall be packaged and sealed separately from the Technical Proposal.

The offeror is responsible for the accuracy of the pricing information provided in the proposal.

The Cost Proposal must include an itemized list of all direct and indirect costs associated with the performance of the contract.

Cost information is required to support the reasonableness of the bid, demonstrate that the Bidder will provide all services requested in the RFP, and determine appropriate amounts of contract payments. The Cost Proposal shall be in the exact format shown in Attachment 1F. Blank spaces will be left to indicate cost categories that are not relevant to a given task. If there are no items in the "Other" category, it may be deleted from the Cost Proposal.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

5.5 Invoice Schedule

The Cost Proposal shall include a proposed billing schedule tied to the delivery of major products and services. The exact dates and lists of deliverable products will be articulated in the management plan prepared by the contractor in accordance with the RFP. The billing schedule must include dates and projected dollar amounts matched to the project phases shown in the Cost Proposal. State has not provided in this RFP a particular format for the proposed billing schedule.

State reserves the right to negotiate adjustments to the offeror's proposed billing schedule to conform to the projected availability of funds allocated for the project and completion of specified products and services.

SECTION SIX EVALUATION CRITERIA AND CONTRACTOR SELECTION

6.0 Evaluation Process

An evaluation team made up of experienced and knowledgeable statewide stakeholders and professionals in the program areas and service requirements (teachers, administrators, and community leaders) will evaluate the proposals to determine which proposals meet the requirements and criteria set out in this RFP. The evaluation will take place within approximately fourteen (14) working days after proposal submission deadline.

Prior to this evaluation, a test item alignment committee will convene to assess relative test item alignment and quality indicators of the 40-item sample test forms submitted by offerors. The results of this assessment will be given to the proposal evaluation committee as input.

Any proposal that is incomplete or that contains significant inconsistencies or inaccuracies will be rejected by State.

The successful offeror will be selected on the basis of technical requirements, proposal price and other criteria set forth in this RFP. State reserves the right to reject any and all proposals.

Evaluation committee members will not have access to Cost Proposals until the evaluation of Technical Proposals in Stage III has been completed. Cost Proposals submitted by offerors in separate, sealed packages will be opened by State staff, and the evaluation committee members shall be informed of the proposed costs, including cost options, and the number of points earned (for cost) by each proposal as described in Section 6.4.

Minor irregularities in proposals may be waived at the discretion of the proposal evaluation committee. A minor irregularity is a variation from the proposal invitation terms and conditions that does not affect the price of the proposal, give the offeror an advantage or benefit not enjoyed by the other offerors, or have an adverse impact on the interest of the State.

The evaluation of proposals will be conducted in the following five stages:

- | | |
|------------|--|
| Stage I: | Evaluation of Mandatory Documents and Statements (Proposal Part I) |
| Stage II: | Evaluation of Qualifications and Experience (Proposal Part II) |
| Stage III: | Evaluation of the Technical Proposal (Proposal Part III) |
| Stage IV: | Evaluation of the Cost Proposal (Proposal Part IV) |
| Stage V: | Ranking of Proposals |

Points obtained in Stages II – IV will be combined to determine the final winning bid.

The State's proposal evaluation committee shall conduct its review of the proposals in two steps. The following process shall be followed for each of the stages described in Sections 6.1 – 6.3.

- First, the committee will review and discuss the designated sections of the RFP and corresponding responses found in each proposal. Each committee member shall mark an initial rating, and all ratings will then be posted in the room and discussed in a plenary session during which time, each member may offer comments or rationale for a particular rating.
- Second, the committee members will individually review their initial rating and decide whether to keep it the same or change it. The rating results will again be posted in the room.

6.1 Evaluation of Mandatory Documents and Statements

During the Stage I evaluation, State will determine if a proposal is sufficiently responsive to the requirements of the RFP to permit a complete evaluation. In making this determination, State will evaluate each proposal against the required mandatory statements and documents submitted. If the

proposal does not provide for each and every one of these requirements, it will be disqualified from further consideration. Only proposals that are determined to meet the mandatory requirements of Stage I will be further evaluated.

6.2 Evaluation of Qualifications and Experience

State will evaluate how well the qualifications and experience described in the offeror's proposal qualify the offeror to provide the services required by the provisions of the RFP. Consideration will be given to the length of time and the extent to which the offeror and any proposed subcontractors have been providing services similar or identical to those requested in the RFP. The offeror's personnel, financial, and technological resources will be considered in evaluating an offeror's qualifications. State may contact client references and such reference checks will be used in judging an offeror's qualifications.

The criteria to be used to rate an offeror's qualifications and experience in meeting the requirements of the RFP are shown in Attachment 1D and will be applied as follows. Offerors should note that the number of evaluators is not known at this time. Therefore, the rating system is based on averages.

Each of the criteria in Attachment 1D will be individually rated by members of the evaluation team. The team members will use the rating scale shown in Figure 6.2.1 below. Individual team members will review the offeror's qualifications and experience and rate the response with a rating of one to five. Half-point ratings such as 3.5 will be allowed. The evaluation of Proposal II, Qualifications and Experience, will have two dimensions: ratings on each individual criterion and overall ratings across all criteria.

Figure 6.2.1
Evaluation Scale for Qualifications and Experience

5	4	3	2	1
Excellent		Satisfactory		Unsatisfactory
The offeror has demonstrated exceptional capability to perform the required tasks.		The offeror has demonstrated that it meets an acceptable level of experience and capability to perform the required tasks.		The offeror either has not established its qualifications or does not have adequate qualifications to perform the required tasks.

For each factor C1 through C5, the ratings will be averaged across evaluators and rounded to the nearest tenth. No individual criterion shall have an average rating of less than 3.0. If any individual criterion has an average rating less than 3.0, the proposal will be eliminated at this stage.

Next, all ratings for each individual evaluator will be averaged. If an individual evaluator assigns the maximum number of points for each criterion, the average for that evaluator would be 5.0 points. To establish point awards for Stage II, the average ratings from each evaluator will be averaged across all evaluators, rounded to the nearest tenth, and multiplied by 10. The number of points for Qualifications and Experience must be no less than 30 points. If any Proposal has less than 30 points for this stage of the evaluation, it shall be eliminated.

For those proposals that meet or surpass the minimum expectations described above, the points awarded to each respective proposal will be carried forward to the next stage of the evaluation.

6.3 Evaluation of Technical Proposal

Stage III will involve the evaluation of an offeror's Technical Proposal. Evaluators will consider an offeror's description and explanation of the proposed products and services as described in the proposal and supporting documents.

The criteria to be used to rate each offeror's Technical Proposal in terms of the requirements of the RFP are shown in Attachment 1E and will be applied as follows. As stated previously, the number of evaluators is not known at this time, so the rating system is based on averages.

Individual evaluators will review the proposal relative to each criterion and assign a score from 1 to 5 according to the evaluation scale shown in Figure 6.3.1. Half-point ratings such as 3.5 will be allowed.

Figure 6.3.1
Evaluation Scale for the Technical Proposal

5	4	3	2	1
Excellent	Satisfactory			Unsatisfactory
The offeror has proposed superior solutions to the requirements of the RFP, has proposed products and services that are desirable for use in Assessment, and is likely to create a high quality Assessment meeting sound psychometric standards that is clearly feasible to implement.	The offeror has proposed acceptable solutions to the requirements of the RFP, has proposed products and services that are acceptable for use in assessment, and is likely to create a testing program meeting psychometric standards that probably is feasible to implement.			The offeror has proposed solutions to the requirements of the RFP or has proposed products and services that would be technically indefensible, would create a flawed testing program not meeting psychometric standards, are unattractive solutions to the required tasks, or are clearly not feasible to implement without interruption to educational programs.

The evaluation of the Technical Proposal will have two dimensions: ratings on each individual criterion and overall ratings across all criteria.

For each factor T1 – T15, the ratings will be averaged across evaluators and rounded to the nearest tenth. No individual criterion shall have an average rating of less than 3.0. If any individual criterion has an average rating less than 3.0, the proposal shall be eliminated at this stage.

Next, for each evaluator, the average rating across the technical factors will be averaged. If an evaluator assigns the maximum number of points to each criterion, his/her average would be 5.0 points. The average ratings for each evaluator will be averaged across all evaluators and rounded to the nearest tenth. This overall average rating will be multiplied by 10 to produce the total number of points for the Technical Proposal. The total number of points may not be less than 30. If any Technical Proposal has less than 30 points, it shall be eliminated at this stage.

For those Technical Proposals that meet or surpass the minimum expectations described above, the total number of points shall be carried forward to the next stage.

6.4 Evaluation of Cost Proposals

Only those proposals that are found to meet the requirements of Stages I, II, and III of the evaluation process will have the Cost Proposal opened and evaluated. During this phase of the evaluation, the evaluation team will determine if a Cost Proposal is sufficiently responsive to the requirements of the RFP to permit a complete evaluation. Any Cost Proposal that is incomplete or that contains significant inconsistencies or inaccuracies may be rejected by State. State reserves the right to reject any and all proposals.

All costs associated with the contract must be stated in U.S. currency. Any prompt payment discount terms proposed by the offeror **will not** be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01).

The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

A maximum of 50 points will be awarded to the lowest acceptable cost proposal. Proposals with higher costs will receive the fraction of 50 points proportional to the ratio of the difference between the lowest bid and the higher bid proposal. The fractional value of points to be assigned will be rounded to one decimal place.

For example, if the lowest acceptable cost was \$50,000, the bid would receive 50 points. If the next lowest acceptable cost proposal was \$75,000, the formula to allocate points would be applied thusly:

$$\frac{75,000}{50,000} = .67 \times 50 = 33.5 \text{ points}$$

The costs associated with the Cost Options are not included in the awarding of points to determine the winning offeror. State reserves the right to negotiate with the winning offeror to modify the scope of any of the Cost Options or to modify the cost associated with the optional service as may be necessary.

6.5 Ranking of Proposals

After all proposals have been rated for Stages II and III, State will reveal to the committee the base costs associated with each proposal and the number of points associated with each, as described in Section 6.4. The committee then shall review the Cost Options submitted by each offeror and consider the Cost Options in terms of the total cost of each proposal. While points will not be calculated for the Cost Options, the committee and State representatives will consider the interaction between the projected total cost of the Assessment and the priority for one or more of the Cost Options.

Based on the results of the points assigned in Stages II and III and final points awarded for cost associated with each proposal, the total points awarded will determine the winning proposal. The winning proposal will be presented to the State Superintendent of Public Instruction for final approval and acceptance before the Intent to Award will be issued.

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04 Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05 Offer Held firm

Proposals must remain open and valid for at least 120 days from the deadline specified for submission of proposals. In the event award is not made within 120 days, the State will send a written request to all offerors deemed susceptible for award asking them to hold their price firm for a longer specified period of time.

7.06 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

7.07 Alternate Proposals

Offerors may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what is requested) will be rejected.

7.08 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. If a proposal with subcontractors is selected, the offeror must

provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing and their qualifications;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or program director designated by the State.

7.09 Joint Ventures

Joint ventures will not be allowed.

7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12 Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14 Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with Offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the Offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15 Preference Laws

The preference given to a resident North Dakota Offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, Offeror, seller, or Contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

North Dakota Department of Public Instruction
Standards and Achievement Unit
Ninth Floor, Room 928
600 East Boulevard Avenue, Dept. 201
Bismarck, ND 58505-0440

If contract negotiations are held, the Offeror will be responsible for all cost including its travel and per diem expenses.

7.17 Failure to Negotiate

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

7.18 Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent Award will set out the names and addresses of all Offerors and identify the proposal selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.

The successful Offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Offeror and the State sign the contract.

7.19 Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an Offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01

Attachments

1. Proposal Evaluation Forms
 - A. Test Alignment Requirements
 - B. Alignment of Items Worksheet
 - C. Bidder Description of Test Alignment
 - D. Criteria for Evaluating Corporate Experience and Qualifications
 - E. Criteria for Evaluating the Technical Proposal
 - F. Cost Proposal Format (Cost Options 1-8)
2. Sample Contract
3. Indemnification and Insurance Requirements
4. Sample Notice of Intent to Award
5. Bidder Checklist

Attachment 1: Proposal Evaluation Form
A: Test Alignment Requirements

State will apply a two-step process to measure the alignment of each 40-item sample test form. An independent alignment committee will conduct the analysis and forward the results of Step One and Step Two to the Proposal Evaluation Committee. The Proposal Evaluation Committee will review the alignment committee's analysis of Steps One and Two and assign final alignment scores within Phase III of the scoring process.

Step One.

The alignment committee will conduct a review of test items on each test form. Each item will be evaluated in terms of the following questions by using the worksheet shown in Attachment 1B.

1. To which North Dakota content standard/benchmark does this test item align?
2. What is the quality of this item: clearly worded, good graphics, and free from any obvious errors or bias? A 6-point rating scale will be used in the evaluation of the response.
3. What is the degree of match between the behavior (skill) required by the standard/benchmark and the test item?

Level 4	Clearly aligned
Level 3	Partially aligned; item assesses only part of the objective but does so satisfactorily
Level 2	Poorly aligned; test item contains problematic wording or presentation
Level 1	Not aligned

4. At what Cognitive Demand (Depth of Knowledge) level is this item aligned? Depth of Knowledge criteria defined within State alignment studies.

Level 4	Extended Thinking
Level 3	Strategic Thinking
Level 2	Skill/Concept
Level 1	Recall

Step Two.

The alignment committee will rate Bidder responses to the following questions:

1. Rate how the Bidder analyzed the proposed test items to determine their relationship to State standards/benchmarks.
2. Rate who was involved in the analysis of the proposed test items and summarize their qualifications for conducting this review.
3. Rate the results of the analysis and the extent to which the content of the proposed test items measure the inclusion and Depth of Knowledge of State standards/benchmarks in reading, mathematics, and science. A 5-point rating scale will be used in the evaluation of the responses. See Attachment 1C.

Attachment 1: Proposal Evaluation Form

B: Alignment of Items Worksheet

Offeror: _____

Reviewer Name: _____

Subject Area: _____

Grade Level: _____ Date: _____

Item Number	ND Standard/ Benchmark Measured	SR* Item (✓)	CR** Item (✓)	Quality of Item ¹	Degree of Alignment ²	Cognitive Demand ³	DOK Agreement ⁴ (✓)	Comments ⁵
1								
2								
3								
4								
5								
Etc								

* Selective Response Item (✓)

** Constructive Response Item (✓)

Scoring Key:

¹ **Quality:** Rated from 1 (low) to high (6).

Quality of Item

6 Excellent	5	4	3 Satisfactory	2	1 Unsatisfactory
Item is clearly worded, free from any obvious errors or bias, with relevant graphics that are accurately presented			Item is satisfactorily worded, free from any obvious errors and little or no bias, with supplemental graphics that do not detract from item intent.		Item wording is ambiguous or nonsuccinct, errors or bias are evident, with an absence of supporting graphics Or displaying graphics that are distracting or inaccurate.

² **Degree of Alignment:** Rated from 1 (not aligned) to 4 (clearly aligned).

Level 4: Clearly aligned

Level 3: Partially aligned; item assesses only part of the objective but does so satisfactorily

Level 2: Poorly Aligned; test item contains problematic wording or presentation

Level 1: Not aligned

³ **Cognitive Demand (DOK):** Rated from Level 1 to Level 4. Depth of Knowledge criteria defined within State's alignment studies. A responsible distribution is desirable.

Level 4: Extended thinking

Level 3: Strategic thinking

Level 2: Skill/Concept

Level 1: Recall

⁴ **DOK Agreement:** Rater determines that Bidder DOK meets or exceeds State-defined DOK for standard/benchmark.

⁵ **Comments:** Rater may write any relevant explanatory comments.

Attachment 1: Proposal Evaluation Form

C: Bidder Description of Test Alignment

Directions: Using the 5-point rating scale shown below, rate each bidder's documentation of its alignment study on the three factors identified.

Factor 1: Rate how the bidder analyzed the proposed test items to determine their relationship to State standards/benchmarks.

5 Excellent	4	3 Satisfactory	2	1 Unsatisfactory
The bidder provided superior documentation and used a process that was exemplary.		The bidder provided satisfactory documentation and described a process that was adequate.		The bidder did not provide documentation or described a process that was inadequate.

Factor 2: Rate who was involved in the analysis of the proposed test items and summarize their qualifications for conducting this review.

5 Excellent	4	3 Satisfactory	2	1 Unsatisfactory
The bidder provided superior documentation and conducted the study with persons of exemplary qualifications.		The bidder provided satisfactory documentation and conducted the study with persons of sufficient qualifications.		The bidder did not provide documentation or conducted the study with persons of unknown or marginal qualifications.

Factor 3: Rate the results of the Bidder's analysis and the extent to which the content of the proposed test items measure the inclusion and Depth of Knowledge of the State's standards/benchmarks in reading, mathematics and science.

5 Excellent	4	3 Satisfactory	2	1 Unsatisfactory
The bidder provided superior documentation and demonstrated excellent alignment.		The bidder provided adequate documentation and demonstrated satisfactory alignment.		The bidder did not provide documentation or demonstrated inadequate alignment.

Summary Table (example)

Rater	Factor 1	Factor 2	Factor 3	Total
Person 1				
Person 2				
Person 3				
Person 4				
Etc.				
Mean ratings by factor				
Total rating, average of three mean ratings				

Attachment 1: Proposal Evaluation Form

D. Criteria for Evaluating Corporate Experience and Qualifications

Criterion (Refer to Section 3.0)	Description
C1	Bidder has demonstrated experience in completing Assessment that encompasses work tasks similar to those described in the RFP.
C2	Bidder has demonstrated the capability to complete Assessment so that specified deadlines for delivery of products and services were met.
C3	Bidder has demonstrated the capability to complete Assessment with accurate reports and analyses.
C4	Bidder has proposed assignment of personnel and subcontractors to complete the tasks required by the RFP who are experienced and capable of properly managing the project.
C5	Bidder has documented the technical capability to complete the printing, distribution, scanning, scoring, and reporting tasks required by the RFP.

Attachment 1: Proposal Evaluation Form

E. Criteria for Evaluating the Technical Proposal

Criterion (Refer to Section 3.0)	Description
T1	Match between test content and State academic content standards.
T2	Quality of test items including challenging content and measurement of higher order thinking skills.
T3	Capability to create alternate equivalent test forms over the years of the contract including maintenance of a stable score scale.
T4	Provision of appropriate testing accommodations for sight-impaired students, i.e. Braille and large-print forms.
T5	Technical quality of the tests including validity, reliability, and freedom from bias.
T6	Quality of test materials in terms of paper, font selection, layout, and overall design.
T7	Plans and procedures for pre-gridding answer documents, assembly of tests, packing, and distribution.
T8	Plans for test administration, including distribution, receipt of materials, scanning, scaling, reporting, and materials storage.
T9	Plans for test security throughout the program.
T10	Plans for conducting meetings and training sessions.
T11	Plans for development of test blueprints, item specifications, new forms; and item reviews and revisions.
T12	Plan for provision of data quality control.
T13	Plans for hiring and training hand scoring teams, conduct of scoring sessions, quality control measures.
T14	Plans for storage and disposition of materials.
T15	Plans for preparation of the Technical Report.

Attachment 1: Proposal Evaluation Form

F. Cost Proposal Format

This Appendix contains the cost proposal forms to be completed when submitting a response to the RFP for Implementation of Assessment.

The Bidder may re-type the form into a spreadsheet computer program (e.g., EXCEL) if desired for ease of completion: however, all aspects of the specified format must be maintained.

If there are any line entries to be added for things not otherwise captured by the names on the attached form, they should be placed in the "Other" category.

Each budget year for the project must have its own budget form.

The Cost Options are to be priced on separate two-dimensional spreadsheets similar in format to that of the overall program. Offerors shall designate their own categories for the vertical dimension, similar in style to the categories used for the overall program but modified as necessary to meet the characteristics of the optional work tasks. Again, there must be one sheet for each of the budget years.

Offerors are responsible for determining that the cost proposal forms are in balance vertically and horizontally.

WORK TASK FORM

Offeror: _____

Cost Proposal for _____ (insert year, e.g. 2009-10)

Instructions: Complete entries as needed for work tasks to be completed in the designated year.
Complete five forms, one for each year described in the RFP, representing the initial three-year test administration period and the optional two-year test administration period.

Item	Human Resources	Services/Supplies	Printing	Computer Services	Travel	Other (Specify)	Total
Program Management							
Materials design and production							
Distribution, shipping							
Receiving, editing, scanning, machine scoring							
Hand-scoring operations							
Analyses, scaling, psychometrics							
Reports production							
Educator meetings							
Contingency funds							
Other (specify)							
Total							

Cost Option #1

Grade Nine Assessment Expansion

Offeror: _____

Instructions: Provide the costs associated with this cost option, divided by year for each of the five years described in the RFP, representing the initial three-year test administration period and the optional two-year test administration period. Provide costs for the following categories:

Human Resources

Services and supplies

Printing

Computer Services

Travel

Other (specify)

Total

Cost Option #2

Customer Satisfaction Feedback

Offeror: _____

Instructions: Provide the costs associated with this cost option, divided by year for each of the five years described in the RFP, representing the initial three-year test administration period and the optional two-year test administration period. Provide costs for the following categories:

Human Resources

Services and supplies

Printing

Computer Services

Travel

Other (specify)

Total

Cost Option #3

Development of New Test Items

Offeror: _____

Instructions: Because item development is a significant work task for this RFP. Bidders shall complete the following cost spreadsheet, one for each of the five years of the project, representing the initial three-year test administration period and the optional two-year test administration period.

Item	Human Resources	Services/Supplies	Printing	Computer Services	Travel	Other (Specify)	Total
Program Management							
Materials design and production							
Distribution, shipping							
Receiving, editing, scanning, machine scoring							
Hand-scoring operations							
Analyses, scaling, psychometrics							
Reports production							
Educator meetings							
Contingency funds							
Other (specify)							
Total							

Cost Option #4

Computer Administered Assessments

Offeror: _____

Instructions: Provide the costs associated with this cost option, divided by year for each of the five years described in the RFP, representing the initial three-year test administration period and the optional two-year test administration period. Provide costs for the following categories:

Human Resources

Services and supplies

Printing

Computer Services

Travel

Other (specify)

Total

Cost Option #5

**Separating the Administration of Science and Language Arts
Sections from the Reading and Mathematics Sections within the NDSA**

Offeror: _____

Instructions: Provide the costs associated with this cost option, divided by year for each of the five years described in the RFP, representing the initial three-year test administration period and the optional two-year test administration period. Provide costs for the following categories:

Human Resources

Services and supplies

Printing

Computer Services

Travel

Other (specify)

Total

Cost Option #6

Computer Administered North Dakota State Assessments

Offeror: _____

Instructions: Provide the costs associated with this cost option, divided by year for each of the five years described in the RFP, representing the initial three-year test administration period and the optional two-year test administration period. Provide costs for the following categories:

Human Resources

Services and supplies

Printing

Computer Services

Travel

Other (specify)

Total

Cost Option #7

Research and Development Studies

Offeror: _____

Instructions: Include under separate line item a total of \$100,000 for the contract period. This amount may be amended by State as required during the duration of the contract period.

Cost Option #8

**Test Item Development for the North Dakota Alternate Assessment-2 (NDAA2)
Based on Modified Achievement Standards**

Offeror: _____

Instructions: Include a general per item pricing proposal for individual test items by subject, selective response type, and constructed response type.

Subject	Selective Response Cost Per Item	Constructive Response Cost Per Item
Reading		
Language Arts		
Mathematics		
Science		

Attachment 2
Sample Contract



Agreement for Contracted Services

North Dakota Department of Public Instruction
600 E Boulevard Avenue, Dept. 201
Bismarck, ND 58505-0440

Contract No. DPI ____
Date

The parties to this contract are the State of North Dakota, acting through its Department of Public Instruction (STATE) and [contractor's legal name] (CONTRACTOR);

Insert contractor's complete address
Insert contractor's telephone, fax and email address

1. SCOPE OF SERVICE

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

2. TERM OF CONTRACT

The term of this contract commences on the 15th day of October, 2009, and terminates the 30th day September 30, 2013, with the option of one two-year extension to September 30, 2015, upon satisfactory completion of the initial contract term. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew the contract for an additional two-year period at least six (6) months before the scheduled contract expiration date.

The State reserves the right to extend the contract period for an additional period of time, not to exceed twelve months beyond the September 30, 2015 expiration date of the contract, upon mutual written agreement by both parties.

3. COMPENSATION

STATE will pay for the services provided by CONTRACTOR under this contract an amount not to exceed \$_____ per _____, to be paid _____.

CONTRACTORS must submit form SFN9007 – Expense Claim for Non-Department Employee, with the necessary receipts to receive payment.

4. TERMINATION OF CONTRACT

- a. **Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30-days written notice.

b. Termination **for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

- (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- (3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. **Termination for cause.** STATE by written notice of default to CONTRACTOR may terminate the whole or any part of this contract:

- i. The rights and remedies of STATE related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- ii. If at the discretion of STATE, the CONTRACTOR has failed or refused for any reason to perform any of its obligations under this contract, STATE may impose such sanctions as it may deem appropriate, including but not limited to the withholding of payments to CONTRACTOR until CONTRACTOR complies, the cancellation, termination or suspension of this contract in whole or in part, and the seeking of other remedies as may be provided by this contract or by law. Any cancellation, termination or suspension of this contract, if imposed, shall become effective at the close of business on the day of CONTRACTOR'S receipt of written notice thereof from STATE.
- iii. If contract is cancelled, terminated or suspended by STATE prior to its expiration date, the monetary value of services properly performed by CONTRACTOR pursuant to this contract shall be determined by STATE and paid to CONTRACTOR as soon as reasonably possible.

5. FORCE MAJEURE

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond CONTRACTOR'S reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

6. RENEWAL

This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least six (6) months before the scheduled termination date.

7. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

8. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE'S express written consent. However, CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any Subcontractor. CONTRACTOR has no the authority to contract for or incur obligations on behalf of STATE.

10. NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses.

_____		Procurement Officer
_____	Or	Department of Public Instruction
_____		600 E Boulevard Ave., Dept. 201
_____		Bismarck, ND 58505-0440
_____		701-328-2272 email: ctolelfson@nd.gov

Notice provided under this provision does not meet the notice requirements at N.D.C.C. § 33-12.2-04 (1).

11. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

12. INDEMNITY

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

13. INSURANCE

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

- 1) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 2) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- 3) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 4) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
 - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
 - d) a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
 - e) cross liability/severability of interest for all policies and endorsements;
 - f) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
 - g) The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.
- 6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

14. LOSS, DAMAGE OR DESTRUCTION OF PROPERTY

CONTRACTOR will be held liable for any property owned by or loaned by STATE while in the custody or control of CONTRACTOR, its employees, agents, consultants or Subcontractors, whether the property is developed or purchased by CONTRACTOR pursuant to this contract or is provided by the STATE to CONTRACTOR for use in the contract project, CONTRACTOR will indemnify the STATE and pay to the STATE the full value of or the full cost of repair or replacement of such

property, whichever is the greater, within 30 days of CONTRACTOR'S receipt of written notice of STATE'S determination of the amount due. If CONTRACTOR fails to make timely payment, STATE may obtain such money from CONTRACTOR by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due CONTRACTOR by STATE.

15. DEBARMENT

CONTRACTOR certifies that neither the contractor nor their principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government. This part of the Grantee assurances is in accordance with Executive Order 12549 and 34 CFR Part 85, Section 85.510.

16. CONFLICT OF INTEREST

CONTRACTOR assures no Federal funds from the contract will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

17. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

18. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

19. CONFIDENTIALITY

CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

20. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 20, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this

contract, except for records that are confidential under Section 20 may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

21. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to STATE and must be delivered to STATE at STATE'S request upon termination of this contract.

CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

22. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and assures that they are on leave status and are not receiving a salary or other remuneration from the State of North Dakota for the services performed" (OMB Policy 208), and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR'S activities and responsibilities under this contract, except to the extent specified in this contract.

23. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

24. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

25. PREPAYMENT

STATE will not make any advance payments before performance by CONTRACTOR under this contract. All obligations and expenditures will occur on or between the beginning and ending dates of this contract. All services must have been rendered and/or received during the contract period in order for the Contractor to recover funds due. In no manner shall obligations be considered or reflected as accounts payable or as expenditure.

26. TAXPAYER ID

CONTRACTOR'S federal employer ID number is: _____.

27. PAYMENT OF TAXES BY STATE.

State is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

28. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

CONTRACTOR

Name: _____

Title: _____

Date: _____

Signature: _____

**STATE OF NORTH DAKOTA
Department of Public Instruction**

CONTRACTOR

Name: _____

By: _____

Title: _____

Date: _____

Signature: _____

STATE OF NORTH DAKOTA

Acting through its
Department of Public Instruction

By: Dr. Gary Gronberg

Title: Assistant Superintendent

Date: _____

Signature: _____

AND

By: Bonnie Miller

Title: Administrative Services Director

Date: _____

Signature: _____

FOR DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY			
Department ID	Project	Activity	Class 20130
Unit Director Approval		Grant Manager	

Attachment 3

Indemnification and Insurance

Indemnification

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Insurance

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) 2Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;

- b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
- c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
- d) a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
- e) cross liability/severability of interest for all policies and endorsements;
- a. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
- b. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.
- 6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

ATTACHMENT 4

Sample Notice of Intent to Award

**STATE OF NORTH DAKOTA
Department of Public Instruction
600 E Boulevard Avenue, Dept. 201
Bismarck, ND 58505-0440**

NOTICE OF INTENT TO AWARD

DATE

SOLICITATION NUMBER AND TITLE: INSERT

OPENING DATE AND TIME: INSERT

The following vendors submitted responses to the above solicitation:

- INSERT VENDOR NAME, CITY, STATE

Responses were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to:

- INSERT NAME OF SUCCESSFUL BIDDER

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to contact the Procurement Officer if you would like additional information or have any questions about the evaluation process. Vendors are reminded that any protests of this decision must be submitted to the Procurement Officer within seven days after the issuance of this notice. The protest must be in writing, clearly identify the solicitation, and detail the nature of the protest.

The successful vendor is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

We appreciate your interest in doing business with the State of North Dakota.

Sincerely,

INSERT NAME
Procurement Officer
PHONE: INSERT
FAX: INSERT
E-MAIL: INSERT

Attachment 5

Bidder Checklist

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Attachments. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the Bidder to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Provide three references as required in Section 5.2.
- ☐ Comply with professional licensing requirements, and provide copies of certification, if required.
- ☐ Provide information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label sections of the proposal you feel contain confidential information.